
EXHIBIT C

ASSET PURCHASE AGREEMENT

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

By and Between

Limerick Township, Montgomery County

As Seller

and

Aqua Pennsylvania Wastewater, Inc.

As Buyer

Dated as of November 16, 2016

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of November 16, 2016 (the "Effective Date"), is made and entered into by and between Limerick Township, Montgomery County, a body corporate and politic, duly organized under the Pennsylvania Second Class Township Code (the "Seller"), and Aqua Pennsylvania Wastewater, Inc., (the "Buyer"), a Pennsylvania corporation.

WITNESSETH:

WHEREAS, the Seller, acting by and through the Board of Supervisors (defined below), owns and operates a sanitary wastewater collection and treatment system (the "System") that provides sanitary wastewater service to various customers in Limerick Township, Pennsylvania (the "Service Area"); and

WHEREAS, Buyer is a regulated public utility that furnishes water and wastewater service to the public in various counties throughout Pennsylvania; and

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

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

ARTICLE I.

DEFINITIONS

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

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

"**Affiliate**" means, when used to indicate a relationship with a specified Person, means a Person that, directly or indirectly, through one or more intermediaries has a 10% or more voting or economic interest in such specified Person or controls, is controlled by or is under common control with (which shall include, with respect to a managed fund or trust, the right to direct or cause the direction of the management and policies of such managed fund or trust as manager, advisor, supervisor, sponsor or trustee pursuant to relevant contractual arrangements) such specified Person, and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person

and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise (and for purposes of this definition, a managed fund or trust shall be deemed to be an Affiliate of the Person managing, supervising, sponsoring or advising such fund or trust and a limited partner in a managed fund or trust shall be deemed to be an Affiliate of such fund or trust and of the Person managing, supervising, sponsoring or advising such fund or trust).

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

"**Allocation Schedule**" has the meaning specified in Section 3.03.

"**Assigned Contracts**" has the meaning specified in Section 4.15.

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

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

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

"**Board of Supervisors**" means the Board of Supervisors of Limerick Township, Montgomery County.

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

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

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

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

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

"**Closing**" means the consummation of the sale and purchase of the Acquired Assets and assumption of the Assumed Liabilities, the release/waiver of liabilities and the other transactions contemplated hereby, all in accordance with the terms and conditions of this Agreement and as provided for in Article XIII.

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

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

"COBRA" means Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, Sections 2201 through 2208 of the Public Health Service Act and Part 6 of Subtitle B of the Employee Retirement Income Security Act of 1974, as amended.

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

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

"Easements" means all easements, rights of way, licenses, use agreements, occupancy agreements, leases and other agreements and appurtenances for and over the real property of third parties.

"EDU Fee Cash" means a cash payment made pursuant to a Board of Supervisors' resolution authorizing a Pending Development Plan by a third party to the Seller on account of the charges owed in order to obtain EDUs for such Pending Development Plan.

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

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

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

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

"Environmental Liabilities" means any legal obligation or liability arising under Environmental Requirements or related to or arising out of any Environmental Condition, including those consisting of or relating to any (a) duty imposed by, breach of or noncompliance with any Environmental Requirements; (b) environmental, health or safety matters or conditions (including on-site or off-site contamination, occupational safety and health and regulation of Hazardous Materials); (c) Remedial Action undertaken by any Person; (d) bodily injury (including illness, disability and death, and regardless of when any such bodily injury occurred,

was incurred or manifested itself), property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real or personal property), or other losses or damages incurred by any other Person (including any employee or former employee of such Person); (e) any injury to, destruction of, or loss of natural resources, or costs of any natural resource damage assessments; (f) exposure of any Person to any Hazardous Materials; and (g) the presence or Release of any Hazardous Materials.

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

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

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

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

"Excluded Assets" has the meaning specified in Section 2.01(i).

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

"Files and Records" means all files and records of the Seller primarily relating to the System, whether in hard copy or magnetic or other format including customer and supplier records, customer lists (both current and prospective), records of sales calls, manuals, books, files, records, engineering data, procedures, systems, instructions, drawings, blueprints, plans, designs, specifications, equipment lists, parts lists, equipment maintenance records, equipment warranty information, plant plans, specifications and drawings, sales and advertising material, computer software, and records relating to Transferred Personnel, and whether stored on-site or off-site.

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

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

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

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

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

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

"Law" means any applicable law, statute, regulation, ordinance, rule, order, judicial, administrative and regulatory decree, judgment, adjudication, consent decree, settlement agreement or governmental requirement enacted, promulgated, entered into, agreed or imposed

by any Governmental Authority, as may be in effect at the relevant time or times in the context in which the term is used.

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

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

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

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

"Missing Easements" means, as of any particular date, each Easement that is necessary for or used in connection with the operation of the System or to provide continuous and unimpeded rights of way for the Acquired Assets (including access thereto) that either (a) has not been obtained by the Seller prior such date or (b) if such Easement has been obtained by the Seller prior such date, such Easement is unrecorded or such Easement is not sufficient to operate the System as currently conducted.

"Municipal Separate Storm Sewer System" or "MS4 System" means the current and any future assets and facilities, built, operated or maintained, or real property ("**MS4 System Real Property**") and Stormwater System Assets owned by the Seller and used for the purpose of capturing, conveying and discharging stormwater separate from the System.

"Outside Date" means December 31, 2017.

"Outstanding Indebtedness" means the following outstanding indebtedness of the Seller: (i) General Obligation Note, Series B of 2001, (ii) General Obligation Note, Series of 2014 and (iii) General Obligation Bonds, Series of 2015.

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

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

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

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

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

"Pending Development Plan Payment" has the meaning specified in Section 7.10.

"Permitted Liens" means (a) Liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property; (c) other than with respect to Real Property owned by the Seller, Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business; and (d) other imperfections of title or Liens, if any, that have not had, and would not have, a Material Adverse Effect.

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

"Personnel" means the employees of the Seller.

"Proposal" means any written agreement, arrangement, offer or proposal (including a letter of intent, term sheet, form of definitive agreement or definitive agreement) for a Sale Transaction.

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

"Real Property" has the meaning specified in Section 4.09.

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

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

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

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

"Sale Transaction" means any proposed sale, lease, liquidation or transfer of all or substantially all of the System or the Acquired Assets by Buyer reflected in a Proposal, and including such other assets of Buyer or its Affiliates included in such proposed transaction, and which are integrated into or with the System at the time of such proposed transaction; *provided*, that the term "Sale Transaction" excludes any sale or transfer of the equity interests, or all or substantially all the assets, of Buyer, Buyer Parent or any of their respective Affiliates.

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

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

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

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

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

"Seller NPDES Permits" means the following National Pollutant Discharge Elimination System Permits: (i) Permit No. PA0051934, (ii) and (ii) PA0058041 issued by PaDEP to Seller with respect to the System, including any revisions or amendments thereto.

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

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

"**Stabilization Period**" has the meaning specified in Section 7.05(b).

"**Stormwater System Assets**" means all assets owned by the Seller, and used exclusively in the operation or maintenance of the MS4 System, including (i) drains, pipes and collection basins and all other stormwater drainage assets used exclusively for stormwater collection, conveyance and discharge; (ii) catch basins, inlets, pipes and all other stormwater lateral facilities (the "**Stormwater Lateral Facilities**") that connect surface stormwater drains to storm conveyances which discharge to surface waters, and (iii) any related NPDES permits.

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

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

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

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

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

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

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

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

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

"**Unscheduled Real Property**" has the meaning specified in Section 4.09.

ARTICLE II.

TERMS OF PURCHASE AND ASSUMPTION OF LIABILITIES

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

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

(b) all sanitary wastewater related treatment and conveyance facilities, including but not limited to the Seller's (i) Possum Hollow sewage treatment plant located at 642 Longview Road in Limerick Township, (ii) King Road sewage treatment plant located at 529 King Road in Limerick Township and (iii) all pipes, pumping stations, manholes and pipelines and any billing and collections related assets necessary to run the System;

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

(d) all Supplies;

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

(f) all prepaid expenses and security deposits;

(g) all Files and Records;

(h) all EDU Fee Cash received from the Effective Time to the Closing Effective Time;

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

(j) all goodwill of the System.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING ANY REPRESENTATION AS TO THE PHYSICAL CONDITION OR VALUE OF ANY OF THE ACQUIRED ASSETS OR THE SYSTEM, OR THE FUTURE PROFITABILITY OR FUTURE EARNINGS PERFORMANCE OF THE ACQUIRED ASSETS OR THE SYSTEM OR ANY FUTURE RATEMAKING THAT MAY BE ALLOWED BY THE PAPUC FOR ANY OF THE ACQUIRED ASSETS. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. NOTWITHSTANDING THE FOREGOING, THE SELLER IS NOT AWARE OF ANY MATERIAL DEFECT IN THE PERFORMANCE OR OPERATION OF THE PHYSICAL ASSETS CONSTITUTING THE SYSTEM.

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

- (a) the Stormwater System Assets, including any related NPDES permits;
- (b) all contracts, licenses and leases that are not Assigned Contracts;
- (c) the seals, organizational documents, minute books, Tax Returns, books of account or other records having to do with the organization of Seller and all employee-related or employee benefit-related files or records, other than personnel files of Transferred Personnel;
- (d) cash and cash equivalents (other than EDU Fee Cash), including accounts receivable and existing financial security guaranteeing installation of public improvements (including sewer facilities);
- (e) all insurance policies of Seller and all rights to applicable claims and proceeds thereunder;
- (f) subject to Section 4.11, all Seller's Plans and trusts or other assets attributable thereto;
- (g) all rights to any action, suit or claim of any nature available to or being pursued by Seller, whether arising by way of counterclaim or otherwise;
- (h) all assets, properties and rights used by Seller other than those which primarily relate to the operations of the System;
- (i) the assets, properties and rights specifically set forth on Schedule 2.02(i);

(j) the MS4 System Real Property; and

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

Section 2.03. **Sale Free of Liens.** After Buyer fulfills its obligations pursuant to Section 3.01(a), the Acquired Assets to be sold, conveyed, transferred, assigned and delivered by the Seller to Buyer, as herein provided, shall be on the Closing Date, free and clear of all Liens other than Permitted Liens. Such Acquired Assets shall be conveyed by appropriate special warranty or other deed (subject to Section 6.02(c) below), bills of sale, endorsements, assignments and other instruments of transfer or conveyance described herein, and if not expressly described herein, then by transfer documents satisfactory in form and substance reasonably acceptable to Buyer and Seller and their counsel in their reasonable, good faith discretion. With respect to the Real Property, at Closing title to the same shall be insured by the Title Company, at the Title Company's filed rates, as a good and marketable title, free and clear of all Liens and exceptions to coverage, except for the Permitted Liens, pursuant to an owner's policy of title insurance on the American Land Title Association's ("ALTA") Owner's Form 2006, subject to the terms of Section 6.02 below (the "Title Policy").

Section 2.04. **Assumption of Liabilities.**

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

(i) all liabilities and obligations under the Assigned Contracts and Authorizations and Permits;

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

(iii) any litigation initiated against Seller related to the System or the Acquired Assets resulting from events that occur or conditions that exist on or after the Closing;

(iv) all liabilities and obligations for Taxes relating to the System, its operation, the Acquired Assets and the Assumed Liabilities for any taxable period ending after the Closing Date; and

(v) all other liabilities and obligations arising out of or relating to Buyer's ownership or operation of the System and the Acquired Assets on or after the Closing, including maintenance obligations related to any grinder pumps on private properties (all of the aforementioned liabilities in this Section 2.04(a) are referred to as the "Assumed Liabilities").

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

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

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

Section 2.06. **Certain Transfers; Assignment of Contracts.**

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.06(a) and Section 2.06(b), to the extent that the sale, transfer, assignment, conveyance and delivery, or attempted sale, transfer, assignment, conveyance and delivery, to Buyer of any Assigned Contract or other Acquired Asset would result in a violation of applicable Law, or would require the consent, authorization, approval or waiver of any Person (other than the Parties hereto), including any Governmental Authority, and such consent, authorization, approval or waiver shall not have been obtained prior to the Closing, this Agreement shall not constitute a sale, transfer, assignment, conveyance and delivery, or an attempted sale, transfer, assignment, conveyance and delivery, thereof (any such Acquired Asset, a "Nonassignable Asset"). Following the Closing, the Seller and Buyer shall use commercially reasonable efforts (at the cost and expense of the Party that is responsible for compliance with such Law or obtaining such consent, authorization, approval or waiver), and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution, novation or amendment required to sell, transfer, assign, convey and deliver any such Nonassignable Asset to Buyer; *provided, however*, that in no event shall Buyer be required to pay any consideration therefor. Once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, the Seller shall sell, transfer, assign, convey and deliver to Buyer the relevant Acquired Asset to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration. Any applicable sales, transfer and other similar Taxes in connection with such sale, transfer, assignment, conveyance and delivery shall be paid one-half by Buyer and one-half by the Seller.

(b) Until such time as a Nonassignable Asset is transferred to Buyer pursuant to this Article II, Buyer and the Seller shall cooperate in any commercially reasonable and economically feasible arrangements (such as subleasing, sublicensing or subcontracting) to provide to the

Parties the economic and, to the extent permitted under applicable Law, operational equivalent of the transfer of such Nonassignable Asset to Buyer at the Closing and the performance by Buyer of its obligations with respect thereto, and so long as the Seller transfers and turns over all economic and beneficial rights with respect to each such Nonassignable Asset, Buyer shall, to the extent permitted under applicable Law and the terms of any applicable contract that constitutes a Nonassignable Asset, as agent or subcontractor for the Seller, pay, perform and discharge the liabilities and obligations of the Seller thereunder from and after the Closing Date, but only to the extent that such liabilities and obligations would constitute Assumed Liabilities if the applicable consent or approval had been obtained on or prior to the Closing Date and such Nonassignable Asset had been assigned to Buyer at Closing. To the extent permitted under applicable Law, the Seller shall, at Buyer's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, such Nonassignable Asset and all income, proceeds and other monies received by the Seller with respect to such Nonassignable Asset in connection with the arrangements under this Article II.

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

(d) In the event that, during the twelve (12) month period following the Closing, Buyer identifies any contract to which the Seller was a party as of the Closing and which (i) was not set forth on or properly identified on Schedule 4.15 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary to the operation of the System, the Seller shall, promptly following Buyer's written request therefor, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate the assignment of such contract to Buyer for no additional consideration, and upon such assignment, such contract shall be deemed an Assigned Contract for all purposes hereunder.

ARTICLE III.

PURCHASE PRICE AND ADDITIONAL CONSIDERATION

Section 3.01. **Purchase Price and Additional Consideration.** The purchase price for the Acquired Assets shall be Seventy-Five Million One Hundred Thousand Dollars (\$75,100,000) (the "Purchase Price") which shall be paid as follows at Closing:

(a) Buyer shall (i) provide for the payment in full the total amount of Outstanding Indebtedness; and

(b) Subject to any adjustment in Purchase Price resulting from the proration procedures set forth in Section 3.01(c), Buyer shall pay to the Seller at Closing by wire transfer

of immediately available funds the balance of the Purchase Price to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days prior to the Closing Date.

(c) **Purchase Price Adjustment and Cooperation:** The Parties agree that the Buyer shall be entitled to all customer billings with respect to sanitary wastewater customers services for the period on or after the Closing Effective Time, and the Seller shall be entitled to all such billings prior to the Closing Effective Time. The Parties shall cooperate to calculate an agreed upon proration of billing amounts and to credit the Purchase Price for the appropriate Party on the Closing Date.

(d) **Additional Consideration.** As additional consideration for the purchase of the System, pursuant to Section 7.10 hereof Buyer shall pay to the Seller at Closing by wire transfer of immediately available funds the Pending Development Plan Payment to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days prior to the Closing Date.

Section 3.02. **Fair Consideration.** The Parties acknowledge and agree that the consideration provided for in this Article III represents fair consideration and reasonable equivalent value for the sale and transfer of the Acquired Assets and the transactions, covenants and agreements set forth in this Agreement, which consideration was agreed upon as the result of arm's-length good faith negotiations between the Parties and their respective Representatives.

Section 3.03. **Allocation of the Purchase Price.** Buyer and the Seller agree that the Purchase Price (which for purposes of this Section 3.03 shall include any liabilities required to be treated as part of the Purchase Price for U.S. federal income Tax purposes), as may be adjusted pursuant to this Section 3.03, shall be allocated among the Acquired Assets in accordance with the allocation reflected in a schedule prepared by Buyer in accordance with this Section 3.03 (the "**Allocation Schedule**"). Within sixty (60) days following the final determination of the Purchase Price pursuant to Section 3.01, Buyer shall deliver to the Seller a draft of the Allocation Schedule setting forth Buyer's proposed allocation for the Seller's review. The Seller shall have the right to review and reasonably comment upon Buyer's proposed Allocation Schedule, *provided*, that (a) such proposed Allocation Schedule shall be deemed approved by the Seller and shall be final and binding upon the Parties unless the Seller provides written notice of the Seller's comments to one or more items reflected in the proposed Allocation Schedule within twenty (20) Business Days after delivery of the proposed Allocation Schedule to the Seller, and (b) upon receipt of any such written comments from the Seller with respect to the proposed Allocation Schedule, Buyer may make such adjustments or revisions to the proposed Allocation Schedule based on the Seller's comments as Buyer determines in good faith to be necessary and appropriate, *provided further*, that Buyer shall have no obligation to make any such adjustments or revisions absent manifest error. The Parties shall adhere to the Allocation Schedule (as finally determined pursuant to this Section 3.03) for all purposes relevant to the calculation of federal or state Taxes, and will report the transactions contemplated herein in a manner consistent with such Allocation Schedule. Except as required by applicable Law, Buyer and the Seller shall not take any position on their respective Tax Returns that is inconsistent with the Allocation Schedule.

Section 3.04. **Transfer Taxes**. Any and all deed stamps or transfer Taxes which may be due the Commonwealth of Pennsylvania or any political subdivision in connection with the sale, transfer, assignment, conveyance and delivery hereunder of the Acquired Assets to Buyer (collectively, "Transfer Taxes"), shall be borne by Buyer. The terms hereof shall survive Closing.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller makes only the representations and warranties which are set forth in this Article IV.

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

Section 4.01. **Organization**. The Seller is a body corporate and politic, duly organized and existing under the Pennsylvania Second Class Township Code.

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

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

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

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

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

Section 4.06. **Undisclosed Liabilities.** Except as set forth in Schedule 4.06, there are no material liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Assets that would be required to be set forth on a balance sheet prepared under generally accepted accounting principles applicable to municipalities, other than liabilities incurred in the ordinary course. All of the Outstanding Indebtedness can be repaid or defeased by Seller and any security interests granted by Seller to secure its obligations pursuant thereto can be extinguished or terminated at or prior to the Closing pursuant to the contractual terms applicable to such Outstanding Indebtedness.

Section 4.07. **Absence of Certain Changes or Events.** Except as set forth on Schedule 4.07, since December 31, 2015, there has not been any transaction or occurrence that has resulted or is reasonably likely to result in a Material Adverse Effect and Seller has operated and maintained the System since the date of this Agreement in the ordinary course.

Section 4.08. **Tax Matters.** Except as set forth in Schedule 4.08 or as would not have a Material Adverse Effect, that (i) the Seller has timely paid all Taxes that may have been or may be due and payable by the Seller on or before the Closing Date, arising from the ownership or operation of the Acquired Assets or the System on or before the Closing Date; (ii) no Taxing authority has asserted any claim against the Seller for the assessment of any additional Tax liability or initiated any action or proceeding which could result in such an assertion; and (iii) the Seller has made all withholding of Taxes required to be made under all applicable Laws and regulations, including without limitation, withholding with respect to compensation paid to employees, and the amounts withheld have been properly paid over to the appropriate Taxing authorities. This section does not apply to any Tax matter related to an employee benefit plan or compensation arrangement that is addressed separately in Section 4.11.

Section 4.09. **Real Property.** Seller represents that to its knowledge, all real property the Seller owns and uses in the operation of the System (the "Real Property") is set forth on Schedule 4.09. There are no pending condemnation proceedings relating to any of the Real Property nor, to the knowledge of Seller, has Seller actually received any written threats of any condemnation proceedings. To Seller's knowledge, Seller has not received any written notices of any violations of any Law from any Governmental Authority with respect to the Real Property which has not been cured in all material respects. Buyer acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, this Section 4.09 contains all of the representations and warranties of Seller to Buyer with respect to the Real Property and no other representation or warranty set forth in this Agreement with respect to the Acquired Assets is intended to apply to the Real Property.

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

Section 4.11. Employee Benefit Plans.

(a) As used in this Section 4.11, the following terms have the meanings set forth below:

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

"Seller's Plans" means each voluntary employees' beneficiary association under Section 501(c)(9) of the Code whose members include any Personnel and any employee benefit plans or any other retirement, profit sharing, stock option, stock bonus, deferred compensation (including any "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code), severance, sick leave or other material plan or arrangement providing benefits to current or former Personnel, in each case, if either currently in effect or terminated within the last six (6) years, to which the Seller is a plan sponsor or to which the Seller otherwise contributes or has contributed within the last six (6) years, or in which the Seller otherwise participates or has participated within the last six (6) years.

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

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

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

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

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

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

(a) Schedule 4.12(a) sets forth all collective bargaining agreements and commitments, contracts, agreements, arrangements or understandings (whether written, oral, formal or informal) with Personnel relating to the System to which the Seller, is a party, including the identification of the parties thereto and the expiration dates.

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

Section 4.13. **Environmental Compliance.** Except as set forth in Schedule 4.13 or that otherwise could not be expected to have a Material Adverse Effect, Seller represents:

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

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

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

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

(e) No Lien or activity use limitation or institutional control has been recorded affecting any Acquired Assets by any Governmental Authority due to either the presence of

any Hazardous Material on or off the Acquired Assets or a violation of any Environmental Requirement.

(f) There are no underground storage tanks on or at any of the Acquired Assets. Any underground storage tanks previously located at the Acquired Assets have been removed or otherwise closed, plugged and abandoned in compliance with applicable Environmental Requirements in effect at the time of such closure.

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

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

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

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

Section 4.15. **System Contracts.**

(a) Schedule 4.15 contains a complete and accurate list of all the contracts related to the System, including the Assigned Contracts.

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

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

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

(a) To the knowledge of the Seller, the Seller has operated and is operating the System in compliance, in all material respects, with all applicable Laws, Authorizations and Permits and is not in breach of any applicable Law, Authorization or Permit that would have a Material Adverse Effect on the operations of the System or on the Buyer. There are no Authorizations or Permits from any Governmental Authority necessary for the operation of the System as currently being operated except for those Authorizations and Permits listed in Schedule 4.14.

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

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

Section 4.17. **Broker's and Finder's Fees.** Seller represents that no broker, finder, or Person is entitled to any commission or finder's fee by reason of any agreement or action of Seller in connection with this Agreement or the transactions contemplated by this Agreement. Seller agrees to pay when due the fees and expenses of their financial and technical advisors. Seller has employed Public Financial Management, Inc., as municipal advisor to provide transaction structuring advice and to provide Seller with municipal advice relating to the sale of the System. Seller shall be solely responsible to pay all fees owed to Public Financial Management, Inc. in connection with the transactions contemplated by this Agreement.

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

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

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

Section 4.19. **Pending Development Plans.** Schedule 4.19 sets forth a full and complete list of all Pending Development Plans as of the Effective Date. Each Pending Development Plan, if consummated could result in the expansion of the Service Area and a payment of EDU Fee Cash by the specified third party to the Seller. Seller provides no assurances whatsoever that (i) any development or expansion of the Service Area associated with any Pending Development Plan will actually be undertaken or completed and (ii) any specified EDU Fee Cash amount will actually be paid by any of the third parties listed on Schedule 4.19.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes only the representations and warranties which are set forth in this Article V.

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

Section 5.01. **Organization.** The Buyer is duly organized, validly existing and in good standing under the laws of the state of its organization.

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

Section 5.03. **No Conflict or Violation.** The execution and delivery of this Agreement by the Buyer, the consummation of the transactions contemplated hereby and the performance by the Buyer of the terms, conditions and provisions hereof has not and will not contravene or

violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Buyer under (i) any applicable Law, (ii) any material agreement, instrument or document to which the Buyer is a party or by which it is bound or (iii) the articles, bylaws or governing documents of the Buyer.

Section 5.04. **Consents and Approvals.** Except as set forth on Schedule 5.04, the execution and delivery of this Agreement by the Buyer, the consummation of the transactions contemplated hereby and the performance by the Buyer of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Buyer under (i) any applicable Law, (ii) any material agreement, instrument or document to which the Buyer is a party or by which it is bound or (iii) the articles, bylaws or governing documents of the Buyer.

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

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

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

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

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

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

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

ARTICLE VI.

TITLE TO REAL ESTATE; UCC STATEMENTS

Section 6.01. **Evidence of Title.** Subject to Section 6.06, with respect to all Real Property, Buyer shall obtain, at its sole cost and expense, a commitment for an owner's policy of title insurance on the American Land Title Association's ("ALTA") Owner's Form 2006 (the "Title Commitment"), issued by a title insurance company selected by Buyer and licensed to insure title to real property by the Commonwealth of Pennsylvania (the "Title Company"), having an effective date after the Effective Date. Promptly following the Effective Date, Buyer shall order the Title Commitment from the Title Company and shall provide Seller evidence of the same. Notwithstanding anything to the contrary in Section 6.02(a) below, Buyer shall not be entitled to send an Objection Notice with respect to any parcel of Real Property and the Title Commitment for the same in the event, within twenty (20) Business Days after the Effective Date, Buyer has not ordered the Title Commitment from the Title Company for such parcel of Real Property and provided with Seller evidence of the same.

Section 6.02. **Objections to Title.**

(a) Notice of Objections. Within thirty (30) days of Buyer's receipt from the Title Company of a Title Commitment for any of the parcels of Real Property, Buyer shall deliver to Seller a true, correct and complete copy of the Title Commitment and true, correct, complete and legible copies of any and all exception documents listed in the same, along with Buyer's written notice to Seller of any of the exceptions to title set forth on Schedule B of such Title Commitment to which Buyer objects (such written notice of Buyer being referred to as the "Objection Notice") provided such exceptions (a) are not Permitted Liens, (b) pertain to the Buyer or any requirements, conditions or obligations of the Buyer, (c) are matters of record and set forth in the Title Commitment and materially and adversely restrict or prevent the use of the Real Property in the operation of the System and (d) are not standard Title Company exceptions (such as the "survey" exception) (such exceptions objected to in the Objection Notice, provided the same are not as described in (a) through and including (d) aforesaid, being referred to as the "Title Objection Items"). Any Objection Notice shall include a true, correct and complete copy of the Title Commitment and true, correct, complete and legible copies of any and all exception documents listed in the same. In the event that Buyer provides the Seller with an Objection Notice, the Seller shall use commercially reasonable efforts to have all of the Title Objection Items cured, satisfied or released of record, or insured over, by the Title Company (individually, "Cure" and collectively, "Cured") prior to or as of the Closing. At or prior to the Closing, the Seller shall deliver written evidence to Buyer, in form and substance reasonably satisfactory to Buyer, evidencing that Seller has Cured all such Title Objection Items. For avoidance of doubt, Buyer acknowledges that no item listed in clauses (a) through and including (d) aforesaid, may be objected to by Buyer as a Title Objection Item.

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

(c) Title Endorsements/Survey. Any endorsements required by the Buyer or any mortgagee of the Buyer to Buyer's title policy shall be paid for solely by Buyer. In the event any survey is required by Buyer or its mortgagee, either as a condition to any such endorsement or otherwise, the same shall be obtained solely at Buyer's cost and expense. In the event Buyer obtains a survey of any or all of the Real Property and desires the deed to contain the legal description based on such survey, if the same is not identical to the legal description contained in Seller's deed of record, Seller shall not be obligated to include the same in the deed to buyer unless the survey is certified to Seller and such description is included in the deed on a "quitclaim" basis only and without warranty of title.

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

(e) Insurable Claims. To the extent any Claim for Losses under Article VIII constitutes an Insurable Claim (as defined herein), Buyer agrees to assert and pursue with reasonable diligence such Insurable Claim against the Title Company (which shall include

commencing litigation and diligently prosecuting such Insurable Claim to judgment) prior to pursuing a Claim for Losses under Article VIII. If at any time following a non-favorable judgment that substantially denies the relief sought by Buyer from the Title Company in connection with the Insurable Claim (each a "Non-Favorable Judgment"), Buyer shall be permitted, following such Non-Favorable Judgment, to pursue Seller with a Claim for Losses under Article VIII (any such Claim against Seller following an attempted Insurable Claim against the Title Company being a "Residual Title Claim"). Notwithstanding anything to the contrary in Article VIII, Buyer shall have the right to assert a Claim for Losses based upon a Residual Title Claim for a sixty (60) day period after the Non-Favorable Judgment. For purposes of this Section 6.02(c), an "Insurable Claim" shall mean a Claim that: (i) arises out of Buyer's discovery of a title defect or encumbrance with respect to any of the Real Property following the Closing that materially restricts or prevents the use of such Real Property in the operation of the System; and (ii) constitutes a claim against the Title Company under Buyer's Title Policy. Buyer acknowledges that any and all Claims which Buyer could otherwise bring as a breach of a covenant of title under the special warranty deed to the Real Property shall be included within the Claim for Losses under Article VIII and is subject to the terms of this Section 6.02(e) of first pursuing the same as an Insurable Claim.

Section 6.03. **Title Expenses.** Irrespective of whether the transactions described by this Agreement are consummated and Closing occurs, all costs and expenses of obtaining the Title Commitment, Title Policy and any survey shall be paid by Buyer.

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

Section 6.05. **Easements.**

(a) Promptly after the Effective Date and prior to the Closing, the Seller will, at its sole cost and expense, cause and abstractor selected by the Seller and reasonably acceptable to Buyer and the Title Company (the "Abstractor"), to perform, at the Seller's sole cost and expense, a search of the public land records of Montgomery County, based on the Seller's records and plans of the System (and such other sources of information as are reasonably related thereto), by means of searching the grantee index in the names of the Seller and such other searches as the Abstractor may reasonably make, to (i) identify and provide Buyer with title information on any and all recorded Easements, and (ii) together with the Seller, identify all Missing Easements. During such process, as the Abstractor provides written search results to Seller (including updated versions of the Abstractor Search Result Chart), the Seller will promptly provide the same to Buyer for its review, and, without limiting the foregoing, the Seller shall, or shall cause the Abstractor to, provide Buyer with periodic updates (which shall occur no less frequently than bi-weekly) on the status of the activities set forth in the previous sentence.

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

Section 6.06. **Unscheduled Property.** The Parties acknowledge that the Seller may own interests in or have the legal right to use or occupy the Real Property that is necessary or essential to the operation of the System and that is not specifically identified in Schedule 4.09 (the "Unscheduled Real Property"). If the Parties discover prior to or after the Closing Date, one or more parcels of Unscheduled Real Property, the discovering Party shall give written notice of such discovery to the non-discovering Party. In addition to its obligations in Section 2.03, Seller shall convey, assign or otherwise transfer any rights to each parcel of Unscheduled Real Property in such a manner as to provide Buyer with reasonable assurances that Buyer shall have the right to use or occupy the Unscheduled Real Property as it was used by Seller as of the Effective Date.

ARTICLE VII.

OTHER AGREEMENTS

Section 7.01. **Taxes.** Except as hereinafter provided, the Seller shall pay any and all Taxes, if any, arising out of the ownership of the Acquired Assets and out of the operation of the System before the Closing. Notwithstanding the prior sentence, any special assessments on the Real Property incurred prior to the Closing Date, whether or not currently due and payable, shall be paid by the Buyer in accordance with their terms.

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

Section 7.03. **Personnel Matters.**

(a) Subject to applicable Law, Buyer shall, or shall cause an Affiliate of Buyer to, offer employment effective on the Closing Date, to the Personnel set forth in Schedule 7.03(a),

subject to Buyer's existing standard hiring policies and procedures applicable to new employees, except with respect to benefits as otherwise provided in Section 7.03(c). The Personnel who accept such employment and commence employment on the Closing Date, shall be referred to in this Agreement as the "Transferred Personnel."

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

(c) Subject to applicable Law, with respect to any employee benefit plan maintained by Buyer or an Affiliate of Buyer for the benefit of any Transferred Personnel, effective as of the Closing Date, Buyer shall, or shall cause its Affiliate to, recognize all service of the Transferred Personnel with Seller, as if such service were with Buyer for eligibility and vesting.

(d) Subject to applicable Law, effective as of the Closing, the Transferred Personnel shall cease active participation in the Seller's Plans. Seller shall remain liable for all eligible claims for benefits under the Seller's Plans that are incurred by Transferred Personnel prior to the Closing Date. Subject to applicable Law, Seller shall remain liable to make any contributions to Seller's Plans related to, and/or to fund any retirement benefits accrued by, the Transferred Personnel prior to Closing.

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

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

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

Section 7.04. **Certain Restrictions; Right of First Refusal; PaPUC Regulation.**

(a) Buyer hereby acknowledges and agrees that for a period of ten (10) years following the Closing Date (the "ROFR Period"), the Seller (or any Person to which the Seller assigns its rights under this Section 7.04) shall have a right of first refusal with respect to a Sale Transaction, as set forth in this Section 7.04(f).

(b) Buyer agrees that it shall not enter into a Sale Transaction except as provided in this Section 7.04. Upon receipt of a bona fide Proposal by Buyer or any Affiliate of Buyer, which Buyer or any Affiliate of Buyer desires to consider, the Buyer shall provide a written notice of such Proposal (the "Proposal Notice") to Seller no later than one Business Day after receipt of such Proposal. The Proposal Notice shall include (i) a true and correct copy of the Proposal, including all schedules, exhibits and ancillary documents related thereto and (ii) the expected date of consummation of the Sale Transaction. Immediately after delivering the Proposal Notice to Seller, Buyer shall provide Seller and its representative's access to, and, if requested, copies of, the information and other diligence materials that have been supplied to any third party or any third party's representatives in connection with the Sale Transaction. Upon receipt of a Proposal Notice, Seller shall have the irrevocable and exclusive option, at its sole discretion, to become, or to have any of its Affiliates or other designee become the purchaser with respect to the Sale Transaction on substantially the same financial terms as provided in the Proposal. If Seller elects to become, or to have any of its Affiliates or designee become, the purchaser, Seller shall deliver a written notice (the "Seller Proposal Notice") to Buyer of such election within ninety Business Days of its receipt of the Proposal Notice (such ninety Business Day period, the "Sale Proposal Review Period"). Upon receipt by the Buyer of a Seller Proposal Notice, Buyer shall not, and shall not permit any Affiliate of Buyer or other Buyer designee to, enter into or agree to the Proposal and shall enter into an agreement with Seller or any of its Affiliates (as designated by Seller) on substantially the same financial terms and containing substantially the same representations and warranties, exclusivity (including any no-shop or other similar provisions) and indemnities in favor of Seller or any of its Affiliates (as designated by Seller) as provided in the Proposal.

(c) With respect to each Proposal for which Buyer received a Proposal Notice and for which Buyer complied with all of the applicable procedures and requirements of this Section 7.04 (the "Noticed Proposal"), in the event that Seller does not deliver a Seller Proposal Notice to Buyer prior to the expiration of the applicable Sale Proposal Review Period, then, and only then, Buyer and Buyer's Affiliates, as applicable, shall be free, for a period of 60 days following expiration of the applicable Sale Proposal Review Period (the "Noticed Proposal Period"), to enter into a definitive agreement with respect to the Sale Transaction contemplated in such Noticed Proposal with the Person or Persons subject of such Noticed Proposal on terms and conditions substantially similar to, and in any event not more favorable in any material respect to such Person or Persons than, the terms and conditions described in the Noticed Proposal; provided, however, that no such definitive agreement shall provide for the payment of any fees and expenses, including any termination or break-up fees,

or any similar provisions with any Person with respect to Seller's rights hereunder with respect to a new Proposal resulting from a material change (as described in Section 7.04(d)) or that otherwise imposes limitations or restrictions on the ability of Buyer or any of its Affiliates to comply with all of the terms of this Section 7.04.

(d) If, during a Sale Proposal Review Period or a Noticed Proposal Period, any change or amendment to the applicable Proposal or Noticed Proposal is made that individually or in the aggregate with any other changes or amendments, are more favorable in any material respect to the purchaser or purchasers, then such Proposal or Noticed Proposal as changed or amended shall constitute a new Proposal subject to the terms and conditions of this Section 7.04.

(e) Buyer acknowledges and agrees that irreparable damage would occur and Seller would not have an adequate remedy at law in the event that any of the provisions of this Section 7.04 were not performed by them in accordance with their specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor, and therefore fully intend for specific performance to be the principal remedy for breaches of this Section 7.04. It is accordingly agreed that Seller shall be entitled to an injunction or injunctions to prevent breaches of this Section 7.04 and to enforce specifically the performance of terms and provisions of this Section 7.04 without proof of actual damages, this being in addition to any other remedy to which Seller and/or its designee are entitled at law or in equity. Buyer further agrees not to assert that a remedy of specific performance is unenforceable, invalid, contrary to applicable Law or inequitable for any reason, nor to object to a remedy of specific performance on the basis that a remedy of monetary damages would provide an adequate remedy for any such breach.

(f) Seller's rights and obligations under this Section 7.04 may be assigned (in whole, but not in part) by Seller solely to a Governmental Authority at any time prior to the earlier of the expiration of the ROFR Period or the execution by Buyer of a definitive agreement with respect to a Sale Transaction with any Person other than the Seller (subject to Buyer's compliance with the terms of this Section 7.04); *provided* that Seller shall deliver to Buyer written notice of any such assignment prior to the effectiveness of such assignment. For the avoidance of doubt, each reference to "the Seller" in this Section 7.04 shall mean Seller or any Person to which Seller assigns its rights under this Section 7.04 in compliance with this Section.

Section 7.05. Rates.

(a) Rates. Buyer shall implement Seller's sanitary wastewater rates then in effect at Closing, as reflected on Schedule 7.05(a) and inclusive of any PaPUC permitted or required surcharges or pass-through costs (the "Base Rate") as Buyer's effective sanitary wastewater rates, provided such rates shall not be lower than those in effect on the date this Agreement is executed. Buyer intends to bill customers on a monthly basis instead of quarterly billing, which Buyer will prorate accordingly.

(b) **Rate Stabilization.** After Closing, Buyer shall begin charging the Base Rate as Buyer's rates within the Service Area, which Base Rate the Parties agree may not be increased until after the third anniversary of the Closing Date (the "Stabilization Period").

(c) The rate provisions of Sections 7.05(a) and (b) shall be part of the Buyer's requested PaPUC Governmental Approval and shall be expressly incorporated into a final PaPUC approval of the transaction.

Section 7.06. **Buyer Taxpayer.** From and after the Closing Date, Buyer acknowledges that, upon conveyance of the Acquired Assets to Buyer, the Buyer will be subject to, among other Taxes, real estate Taxes, which shall be paid by Buyer.

Section 7.07. **PaPUC Approval.** Promptly after the Effective Date, Buyer covenants and agrees to timely initiate and faithfully prosecute the necessary proceedings to obtain from the PaPUC (i) the issuance of certificates of public convenience to Buyer to provide wastewater services in the Service Area and (ii) the approval of the acquisition of the System by Buyer under terms and conditions that are reasonably acceptable to Seller and Buyer. Seller shall cooperate with and assist the Buyer in proceedings before the PaPUC. Buyer and Seller hereby agree that the procedures for determining fair market value of the System and Acquired Assets outlined in Section 1329(a) of Title 66 of the Pennsylvania Consolidated Statutes shall be utilized and filed with the PaPUC as contemplated by Section 1329(c) of Title 66 of the Pennsylvania Consolidated Statutes.

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

Section 7.09. **Operation and Maintenance of the MS4 System.** Subject to applicable Law, the Seller, shall at all times maintain ownership of its MS4 System and Stormwater System Assets. The Seller will maintain any NPDES permits related to the Stormwater System Assets.

Section 7.10. **Pending Development Plans.**

(a) Buyer and Seller acknowledge that from the time of the Effective Date, the Seller shall continue to administer, and perform its duties and responsibilities with respect to the Pending Development Plans set forth on Schedule 4.19. Buyer acknowledges that Seller is responsible to perform certain duties with respect to payments received from third parties on account of the EDU Fee Cash paid to obtain EDUs for the Pending Development Plans. In recognition of and as full and complete compensation for the costs and expenses that may be incurred by Seller in connection with the Pending Development Plans, Buyer shall make a single payment of Four Hundred Thousand Dollars (\$400,000.00) (the "Pending Development Plan Payment") to Seller, as provided in Section 3.01.

(b) All EDU Fee Cash received by the Seller after the Closing Date for any Pending Development Plans set forth on Schedule 4.19 shall be paid to Buyer within fifteen (15) Business

Days of receipt by the Seller in accordance with wiring or mailing instructions provided by the Buyer to the Seller.

ARTICLE VIII.

INDEMNIFICATION

Section 8.01. **Survival.** All representations and warranties contained in this Agreement shall survive until twelve (12) months following the Closing Date, except that (a) the representations and warranties of the Seller set forth in Section 4.01 (Organization), Section 4.02 (Power and Authority), Section 4.03 (Enforceability) and Section 4.17 (Brokers' and Finders' Fees) (collectively, the "Seller Fundamental Representations") shall survive the Closing indefinitely or until the latest date permitted by applicable Law, and (b) the representations and warranties of Buyer set forth in Section 5.01 (Organization), Section 5.02 (Authorization and Validity of Agreement), and Section 5.05 (Brokers' and Finders' Fees) (collectively, the "Buyer Fundamental Representations") shall survive the Closing indefinitely or until the latest date permitted by applicable Law. The covenants and agreements of the Parties contained herein shall survive the Closing indefinitely or for the shorter period explicitly specified therein, except that for such covenants and agreements that survive for such shorter period, breaches thereof shall survive indefinitely or until the latest date permitted by applicable Law. Notwithstanding the preceding sentences, (x) any breach of representation, warranty, covenant or agreement in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentences, if notice of the inaccuracy or breach thereof giving rise to such right of indemnity shall have been given to the party against whom such indemnity may be sought prior to such time, and (y) nothing contained in this Section 8.01 shall limit in any way any rights a Party may have to bring claims grounded in fraud, intentional misrepresentation or willful misconduct, which rights shall survive the Closing indefinitely.

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

Section 8.03. **Indemnification by Buyer.** To the maximum extent permitted by applicable Law and subject to the terms and conditions of this Article VIII, Buyer agrees to

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

Section 8.04. **Indemnification Procedure.**

(a) Third Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a representative of the foregoing (a "Third Party Claim") against such Indemnified Party with respect to which the Indemnifying Party may be obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or material defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party (and subject to the other requirements herein) to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel (which counsel shall be reasonably acceptable to the Indemnified Party), so long as (i) the Indemnifying Party notifies the Indemnified Party, within ten (10) Business Days after the Indemnified Party has given notice of the Third Party Claim to the Indemnifying Party (or by such earlier date as may be necessary under applicable procedural rules in order to file a timely appearance and response) that the Indemnifying Party is assuming the defense of such Third Party Claim, *provided*, that if the Indemnifying Party assumes control of such defense it must first agree and acknowledge in such notice that the Indemnifying Party is fully responsible (with no reservation of any rights other than the right to be subrogated to the rights of the Indemnified Party) for all Losses relating to such Third Party Claim, (ii) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently and at its own cost and expense, and (iii) the Third Party Claim (A) does not involve injunctive relief, specific performance or other similar equitable relief, any claim in respect of Taxes, any Governmental Authority, any criminal allegations, or any potential damage to the goodwill, reputation or overriding commercial interests of Buyer or its Affiliates, (B) is not one in which the Indemnifying Party is also a party and joint representation would be inappropriate or there may be legal defenses available to the Indemnified Party which are different from or additional

to those available to the Indemnifying Party, or (C) does not involve a claim which, upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend. The Indemnified Party shall reasonably cooperate in good faith in such defense. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 8.04(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third Party Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, the Indemnified Party may, subject to Section 8.04(b), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. The Seller and Buyer shall reasonably and in good faith cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

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

(c) Direct Claims. Any claim by an Indemnified Party with respect to any Loss which does not arise or result from a Third Party Claim (a "Direct Claim") shall be asserted by the Indemnified Party giving the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or material defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail and shall indicate the estimated

amount, if reasonably practicable, of the Losses that have been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. During such thirty (30) day period, the Indemnified Party shall reasonably cooperate and assist the Indemnifying Party in determining the validity and amount of such Direct Claim. If the Indemnifying Party does not so respond within such thirty (30) day period, by delivery of written notice disputing the basis or amount of the Direct Claim, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement. If the Indemnifying Party has timely disputed its indemnity obligation for any Losses with respect to such Direct Claim, the Parties shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved by litigation in an appropriate court of jurisdiction determined pursuant to this Agreement.

Section 8.05. Limitations on Indemnification Obligations.

(a) Subject to the other limitations contained in this Section 8.05, neither Buyer nor Buyer Indemnified Persons shall be entitled to indemnification pursuant to Section 8.02(a) (other than for an intentional breach of any agreement or covenant contained in this Agreement) unless the aggregate amount of Losses incurred by Buyer and Buyer Indemnified Persons under this Agreement exceeds Seven Hundred Fifty Thousand Dollars (\$750,000) in the aggregate (the "Threshold Amount"), in which case Seller shall then be liable for Losses in excess of the Threshold Amount; *provided, however*, that the foregoing limitations contained in this Section 8.05(a) shall not apply to any claims for indemnification based on fraud, intentional misrepresentation or willful misconduct.

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

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

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

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

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

(g) Subject to the provisions of Sections 3.01, 7.04(e), 7.06, 15.11 and any other provisions for equitable relief and/or specific performance, the Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article VIII. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Party hereto and their Affiliates and each of their respective representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VIII. Nothing in this Section 8.05(h) shall limit any Person's right to seek and obtain any equitable relief and/or specific performance to which any Person shall be entitled pursuant to this Agreement.

Section 8.06. **Knowledge of Breach.** Seller shall not be liable under this Article VIII for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement if Buyer had knowledge of such inaccuracy or breach prior to the Closing.

ARTICLE IX.

PRE-CLOSING COVENANTS OF THE SELLER

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

rights, franchises, goodwill and relationships of the Seller and the System and their customers, lenders, suppliers, regulators and others having business relationships with the Seller and the System including, but not limited to, the land development agreements in existence as of the Effective Date which such agreements shall not be materially amended without notice to and the consent of Buyer, which consent shall not be unreasonably withheld or delayed.

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

Section 9.03. **Supplements and Updates.** The Seller shall promptly deliver to Buyer any supplemental information updating the information set forth in the representations and warranties set forth in Article IV of this Agreement so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date (or such other date as provided in such representations and warranties) as if then made. At least three (3) Business Days prior to the Closing Date, the Seller shall advise Buyer of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained herein.

Section 9.04. **Governmental Approvals.** Promptly after the execution of this Agreement, or as required by Law, except as provided in Section 7.07 or otherwise expressly provided herein, the Seller shall file all applications and reports that are required to be filed by Seller with any Governmental Authority as provided on Schedule 4.05 to the Buyer. Seller shall also promptly provide all information that any Governmental Authority may require in connection with any such application or report. The Seller shall use all commercially reasonable efforts to obtain all consents and approvals of any kind from any person in connection with the transactions contemplated hereby. All authorizations of any Governmental Authority necessary to consummate the transactions contemplated by this Agreement shall have been obtained in form and content reasonably satisfactory to Buyer and the Seller prior to Closing and shall be final and non-appealable. In the event a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, the Buyer and Seller may still mutually agree to proceed to consummate the transaction.

ARTICLE X.

PRE-CLOSING COVENANTS OF BUYER

Buyer covenants and agrees to comply with the following provisions:

Section 10.01. **Actions Before the Closing Date.** Buyer shall not take any action which shall cause it to be in breach of any representation, warranty, covenant or agreement contained in this Agreement or cause it to be unable to perform in any material respect its obligations hereunder, and Buyer shall use commercially reasonable best efforts (subject to any conditions set forth in this Agreement) to perform and satisfy all conditions to Closing to be performed or

satisfied by Buyer under this Agreement, including action necessary to obtain all consents and approvals of third parties required to be obtained by Buyer to effect the transactions contemplated by this Agreement.

Section 10.02. **Governmental Approvals.** Promptly after the execution of this Agreement, or as required by Law, except as otherwise expressly provided herein, Buyer shall file all applications and reports which are required to be filed by Buyer with any Governmental Authority as provided on Schedule 5.04. Buyer shall also promptly provide all information that any Governmental Authority may reasonably require in connection with any such application or report. Buyer shall use all commercially reasonable efforts to obtain all required consents and approvals of any kind from any person in connection with the transactions contemplated hereby.

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

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

ARTICLE XI.

CONDITIONS PRECEDENT TO OBLIGATIONS OF THE SELLER

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

Section 11.01. **Consents and Approvals.**

(a) Receipt of all required material, non-governmental third party consents and any other approvals necessary to consummate the transactions contemplated by this Agreement set forth in Schedule 11.01(a) and all consents, waivers, authorizations and approvals of any Governmental Authority required pursuant to Section 4.04;

(b) No later than thirty (30) days prior to the Closing Date, the Board of Supervisors shall approve: (i)(A) the defeasance and redemption of any outstanding bonds issued by the Seller on the System included in Outstanding Indebtedness and (B) the discharge of any other outstanding debt issued to the Seller and payable to any current lender and (ii) the transfer to Buyer or for its benefit of related funds held in any construction fund or account under any

indenture(s) being held by the Seller or any lender to the Seller on any outstanding debt (it being understood that any debt service funds or debt service reserve funds will be applied to the defeasance, redemption and discharge of outstanding debt); and

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

Section 11.02. **Representations and Warranties of Buyer.** The representations and warranties made by Buyer in Article V which are (a) not qualified by materiality shall be true and correct in all material respects on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which shall be true and correct in all material respects as of such specified date) and (b) qualified by materiality shall be true and correct in all respects on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which shall be true and correct in all respects as of such specified date), and the Seller shall have received a certificate to the effect of the foregoing from a duly authorized officer of Buyer dated as of the Closing Date.

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

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

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

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

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

ARTICLE XII.

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

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

Section 12.01. Consents and Approvals.

(a) Receipt of all required material, non-governmental third party consents and any other approvals necessary or advisable to consummate the transactions contemplated by this Agreement set forth in Schedule 12.01(a) and all consents, waivers, authorizations and approvals of any Governmental Authority required pursuant to Section 4.05;

(b) Approval by the Board of Supervisors for: (i)(A) defeasance and redemption of any outstanding bonds issued by the Seller on the System included in the Outstanding Indebtedness and (B) discharge of any other outstanding debt issued to the Seller and payable to any current lender and (ii) applying any funds related funds held in any construction fund or account under any indenture(s) being held by the Seller or any lender to the Seller on any outstanding debt (it being understood that any debt service funds or debt service reserve funds will be applied to the defeasance, redemption and discharge of outstanding debt); and

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

Section 12.02. Representations and Warranties of Seller. The representations and warranties made by the Seller in Article IV this Agreement (disregarding all "materiality" and "Material Adverse Effect" or similar qualifications contained therein) shall be true and correct on and as of the Closing Date (except for representations and warranties expressly stated to relate to a specific date, in which case each such representation and warranty shall be true and correct as of such earlier date), with only such exceptions as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and the Buyer shall have received a certificate to that effect from the Seller dated as of the Closing Date.

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

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

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

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

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

ARTICLE XIII.

CLOSING

Section 13.01. **Closing Date.** The Closing shall take place at a place in Pennsylvania that is mutually agreed upon by the Parties, at 10:00 a.m. eastern standard time on the earliest agreed upon date or within five (5) Business Days after the date upon which all the conditions precedent to Closing described in this Agreement have been fulfilled or waived and Buyer and the Seller receive the last of the required consents, waivers, authorizations and approvals from the Governmental Authorities, in each case, for the transactions contemplated by this Agreement, or at such other place and time, by such other method, or on such other date, as may be mutually agreed to by the Parties (the "Closing Date"). The Closing shall be effective at 12:01 a.m., Limerick Township, PA time, on the Closing Date (the "Closing Effective Time").

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

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

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

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

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

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

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

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

(h) Certificate of the Seller pursuant to Section 12.08 of this Agreement;

(i) A duly executed opinion of Seller's counsel as provided in Section 12.06;

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

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

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

(a) Payment in full of the Purchase Price;

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

(c) Certificate of Buyer pursuant to Section 11.02 of this Agreement;

(d) Certificate of Buyer pursuant to Section 11.06 of this Agreement;

(e) A duly executed opinion of Buyer's counsel as provided in Section 11.05;

(f) Evidence of PaPUC approval as provided in Section 12.03; and

(g) All such other instruments of assumption as shall, in the reasonable opinion of Seller and its counsel, be necessary for Buyer to assume the Assumed Liabilities in accordance with this Agreement.

ARTICLE XIV.

TERMINATION

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

(a) By the mutual consent of the Seller and the Buyer;

(b) By either the Seller or the Buyer if:

(i) the Closing shall not have occurred on or prior to the Outside Date; provided, however, the Buyer shall have the one-time right to extend the Outside Date for up to ninety (90) days if, in the Buyer's sole discretion, any such amount of time up to ninety (90) days is necessary to obtain a required Governmental Approval; or

(ii) any Governmental Authority shall have issued an order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the material transactions contemplated by this Agreement and such order, decree, ruling or other action will have become final and non-appealable; provided, however, that the party seeking termination pursuant to this clause (b) of this Section 14.01 is not in breach in any material respect of any of its representations, warranties, covenants or agreements contained in this Agreement;

(c) By the Seller (if Seller is not then in material breach of any provision of this Agreement) in the event of a material breach of any covenant or agreement to be performed or complied with by the Buyer pursuant to the terms of this Agreement or of any representation or warranty of the Buyer contained in this Agreement, which breach (i) has continued without cure for a period of sixty (60) days following written notice thereof by the Seller to the Buyer or if such breach cannot be cured and (ii) would result in a condition to Closing set forth in Article XI of this Agreement not being satisfied (which condition has not been waived by the Seller in writing); or

(d) By the Buyer (if Buyer is not then in material breach of any provision of this Agreement) in the event of a material breach of any covenant or agreement to be performed or complied with by the Seller pursuant to the terms of this Agreement or of any representation or warranty of the Seller contained in this Agreement, which breach (i) has continued without cure for a period of sixty (60) days following written notice thereof by the Buyer to the Seller or if such breach cannot be cured and (ii) would result in a condition to Closing set forth in Article XII of this Agreement not being satisfied (which condition has not been waived by the Buyer in writing).

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

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

ARTICLE XV.

MISCELLANEOUS

Section 15.01. **Confidentiality**. Except as and to the extent required by applicable Law (including but not limited to the Pennsylvania Right-To-Know Act at 65 Pa § 67.101) or

pursuant to an order of a court of competent jurisdiction and as required hereunder to obtain any and all required Governmental Approvals, neither Party hereto shall, directly or indirectly, disclose or use (and no party shall permit its representatives to disclose or use) any Confidential Information with respect to the other Party furnished, or to be furnished, by such other Party hereto or its shareholders, directors, officers, agents, or representatives to the other Party hereto or its employees, directors, officers, agents or representatives in connection herewith at any time or in any manner other than in connection with the completion of the transactions contemplated by this Agreement and related transactions.

Section 15.02. **Public Announcements.** Subject to applicable Law or listing rules of an exchange on which Buyer's parent corporation's stock is listed, and except as otherwise set forth herein, the initial public announcement relating to the transactions contemplated herein will be mutually agreed upon and jointly made by the Parties. Subsequent public announcements by one Party shall be subject to review and approval by the other Party prior to issuance, such approval not to be unreasonably withheld, conditioned or delayed.

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

in the case of the Seller:

Attention:

Limerick Township
646 West Ridge Pike
Limerick, PA 19468
Attention: Township Manager
Fax: 484-931-6033

with a copy to:

Limerick Township
646 West Ridge Pike
Limerick, PA 19468
Attention: Solicitor
Fax: 484-931-6033

in the case of the Buyer:

Attention:

Aqua Pennsylvania Wastewater, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: General Counsel
Fax: 610-645-1061

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

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

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

Section 15.06. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement. The Parties acknowledge and agree that (i) each has substantial business experience and is fully acquainted with the provisions of this Agreement, (ii) the provisions and language of this Agreement have been fully negotiated and (iii) no provision of this Agreement shall be construed in favor of any Party or against any Party by reason of such provision of this Agreement having been drafted on behalf of one Party rather than the other Party.

Section 15.07. **Amendments; Waivers.** This Agreement may be amended, changed or supplemented only by a written agreement signed by the Parties. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

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

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

Section 15.10. **Governing Law; Jurisdiction.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania (without giving effect to the principles of conflicts of laws thereof). The Parties hereto irrevocably agree and consent to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Montgomery County, Pennsylvania, for the adjudication of any matters arising under or in connection with this Agreement. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Montgomery County, Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 15.11. **Specific Performance.** The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

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

[THIS SPACE INTENTIONALLY LEFT BLANK;

SIGNATURES NEXT PAGE]

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

LIMERICK TOWNSHIP, MONTGOMERY COUNTY

AQUA PENNSYLVANIA WASTEWATER, INC.

By: Thomas Neafcy Jr.

By: _____

Printed: Thomas Neafcy Jr.

Printed: _____

Its: Board Chairman

Its: President

ATTEST:

By: Daniel B. Kerr
Name: Daniel B. Kerr
Its: Secretary

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

LIMERICK TOWNSHIP, MONTGOMERY
COUNTY

AQUA PENNSYLVANIA WASTEWATER, INC.

By: _____

By: 

Printed: _____

Printed: Marco A. Lucca

Its: _____

Its: President

ASSET PURCHASE AGREEMENT
BY AND BETWEEN
LIMERICK TOWNSHIP, MONTGOMERY COUNTY
AND
AQUA PENNSYLVANIA WASTEWATER, INC.
BUYER

SCHEDULES AND EXHIBITS

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

Schedule 2.02(i)

Excluded Assets

1. 2016 Ford E350 Box Truck (VIN number 1FDWE3FL4GD33828)
2. 2002 John Deere mower (serial # LV5420P246926) and all attachments
3. Overhead crane chain hoist currently located at the King Road Plant

(see also notations to asset list in data room)

Schedule 3.03

Allocation Schedule

[TO BE PROVIDED BY BUYER]

Asset	Percentage of Purchase Price
	%

Schedule 4.05

Required Governmental Consents

Pennsylvania Public Utility Commission

Pennsylvania Department of Environmental Protection

Schedule 4.06

Undisclosed Liabilities

None.

Schedule 4.07

Absence of Certain Changes or Events

None.

Schedule 4.08

Unpaid Taxes and Tax Claims

None.

Schedule 4.09Real Property

Property	Address	Owned By Twp Parcel
King Road Wastewater Treatment Plant	529 King Rd	37-00-01267-00-1
North Limerick Road Pump Station (PS #2)	37 N. Limerick Rd	37-00-02352-00-5
South Limerick Road Pump Station (PS #3)	302 S. Limerick Rd	37-00-02408-81-4
Trinley Road Pump Station (PS #5)	64 Trinley Rd	37-00-05269-10-3
King Road Pump Station (PS #7)	571 King Rd	37-00-01266-90-2
Neiffer Rd (PS #9) decommissioned	62 Neiffer Rd	37-00-03175-04-6
Township Line Pump Station (PS #12)	97 Bartlett Rd	37-00-05233-40-3
Cambridge Drive Pump Station (PS #13)	3 Bradford	37-00-00350-81-9
Bradford Woods (PS #14)	89 Bradford	37-00-00350-22-5

Easements, rights of way, property rights and privileges owned, licensed or leased by the Seller:

File Name	Address or Parcel Number	Date of Recording	Document Type	Asset Type
Wilson Beulah and Melvin Brunk Notice of Relinquishment 112598	37-00-04408-00-1	11/25/1998	Declaration of Relinquishment	Land
Wilson Beulah and Melvin Brunk Grant of Right of Way and Easement 110398	37-00-04408-00-1	1/14/1999	Grant of Right of Way and Easement	Sewer Easement
William and Ruth Acost Grant of Right of Way and Easement Date 050802	37-00-01830-00-5	6/10/2002	Grant of Right of Way and Easement	Sewer Easement
William and Marvian Young Deed of Easement Date 080310	37-00-01027-007	8/12/2010	Deed of Easement	Sewer Easement
William and Charlene Neafcy John and Ann Tomselli Sal Lapio Inc Dedication and Easements D	Faircrest Estates Development	3/11/2002	Deed of Dedication and Easements	Sewer Easement

Westrum LSF LP Deed of Dedication Date 020400	Walker Road; Jordan Court	2/23/2000	Deed of Dedication	Sewer Easement
Wanda Gaile Indenture 061404	37-00-01264-049	6/16/2004	Indenture	Acquisition Plan King Road Waste Water Treatment Plan
Wanda Galie Deed in Lieu of Condemnation 110106	37-00-01264-11-8	12/11/2006	Indenture	Land
Wanda Galie Deed in Lieu of Condemnation 110106	37-00-01264-10-9	12/11/2006	Indenture	Land
Wanda Galie Deed in Lieu of Condemnation 110106	37-00-01264-12-7	12/11/2006	Indenture	Land
Waltz Deed of Dedication Date 063089	37-00-02408-81-4	6/30/1989	Deed of Dedication	Land
Waltz Deed of Dedication Date 063089	37-00-04183-00-1	6/30/1989	Deed of Dedication	Land
Walnut Village Homeowners Assn Deed of Dedication and Easements Date 101304	37-00-05317-05-5	11/24/2004	Deed of Dedication and Easements	Sewer Easement
Walnut Street Declaration of Cross Easements 122994	37-00-05317-00-1	12/29/1994	Declaration of Cross-Easements	Easement
Walnut Street Declaration of Cross Easements 122994	37-00-04298-01-2	12/29/1994	Declaration of Cross-Easements	Easement
Walnut Crossing Associates Grant of Right of Way and Easement Date 121296	37-00-00337-004	2/3/1997	Grant of Right of Way and Easement	Sewer Easement
Walnut Crossing Associates Deed of Dedication Date 020800	37-00-00337-00-4	2/23/2000	Deed of Dedication	Sewer Easement
Villas-06222004	37-00-00305-207	7/26/2004	Deed of Easement	Sewer Easement
Venezia Enterprises Grant of Right of Way and Easement Date 021202	37-00-00037-07-9	3/5/2002	Grant of Right of Way and Easement	Sewer Easement
Twin County Construction Maintenance Agreement 082113	37-00-02140-00-1	11/26/2014	Maintenance Agreement	Sewer Easement
Twin County Construction Maintenance Agreement 082113	37-00-02137-00-4	11/26/2014	Maintenance Agreement	Sewer Easement

Twin County Construction Grant Of Right-of-Way and Blanket Easement 082113	37-00-02140-00-1	11/26/2014	Grant of Right of Way and Easement	Sewer Easement
Twin County Construction Grant Of Right-of-Way and Blanket Easement 082113	37-00-02137-00-4	11/26/2014	Grant of Right of Way and Easement	Sewer Easement
Twin County Construction Declaration of Covenants 082113	37-00-02140-00-1	11/26/2014	Declaration of Covenants	Sewer Easement
Twin County Construction Declaration of Covenants 082113	37-00-02137-00-4	11/26/2014	Declaration of Covenants	Sewer Easement
Trim Development Co Deed of Dedication and Easements Date 080801	37-00-01415-00-6	8/30/2001	Deed of Dedication and Easements	Sewer Easement
The Archdiocese of Philadelphia-Consideration of One Dollar to Grantor Date- 7-23-10	37-00-05003-00-9	8/12/2010	Deed of Dedication to Sanitary Sewer Facilities	Sewer Easement
The Archdiocese of Philadelphia Date- 7-23-10	37-00-05003-00-9	8/12/2010	Maintenance Agreement	Land
TH Properties Deed of Dedication and Easements Date 011001	37-00-90040-00-4		Deed of Dedication and Easements	Land
TH Properties Deed of Dedication and Easements Date 011001	37-00-90040-00-4		Deed of Dedication and Easements	Sewer Easement
TH Properties Deed of Dedication Date 111302-2	37-00-90548-00-9	11/20/2002	Deed of Dedication	Sewer Easement
TH Properties Deed of Dedication Date 111302-2	37-00-02935-00-7	11/20/2002	Deed of Dedication	Sewer Easement
TH Properties Deed of Dedication Date 111302	37-00-90540-00-8	11/20/2002	Deed of Dedication	Sewer Easement
TH Properties Deed of Dedication Date 011001	37-00-90032-00-3	1/16/2001	Deed of Dedication	Land
Telvil Landis Utility Easement Between Lots 12 and 13 120914	37-00-02356-00-1	12/23/2014	Indenture	Sewer Easement
Telvil Landis Sanitary Sewer Easement 120914	37-00-02359-06-1	12/23/2014	Indenture	Sewer Easement
Telvil Landis Sanitary Sewer Easement 120914	37-00-02356-00-1	12/23/2014	Indenture	Sewer Easement
Summerdale Estates Deed of Dedication and Easement 022503	37-00-90568-00-7	3/12/2003	Deed of Dedication and Easements	Land
Sukonik Oak Creek Deed of	37-00-	5/5/2009	Deed of	Sewer

Dedication and Easements Date 042309	00000-00-0		Dedication and Easements	Easement
Sukonik Oak Creek Manhole Escrow Agreement Date 042309	37-00-00000-00-0	5/6/2009	Manhole Escrow Agreement	Sewer Easement & Land
Sukonik Oak Creek Maintenance Agreement Date 042309	37-00-00000-00-0	5/7/2009	Maintenance Agreement	
Stanley and Jane Jones Deed of Dedication ROW 081287	37-00-01525-00-4	8/25/1987	Deed of Dedication	Sewer Easement
Spring-Ford Area School District Public Utility Easement 052809	37-00-05074-00-1	1/6/2011	Declaration of Easement	Sewer Easement
Spring Ford School District Bivens	37-00-05074-00-1	8/20/2010	Sanitary Sewer Easement Agreement	Sewer Easement
Spring Ford School District Bivens	37-00-05077-00-7	8/20/2010	Sanitary Sewer Easement Agreement	Sewer Easement
Spring Ford Country Club Grant of Right of Way and Easement Date 091598	37-00-00628-00-1	10/27/1998	Grant of Right of Way and Easement	Temporary Construction Easement
Spring Ford Country Club Grant of Right of Way and Easement Date 091598	37-00-00628-00-1	10/27/1998	Grant of Right of Way and Easement	Sewer Easement
Spring Ford Area School District Easement Date 052809	37-00-05074-00-1	12/16/2009	ment	Sewerage interceptor system
Sewage Treatment Plant Easement Agreement	37-00-02631-00-5	12/10/2001	Sewage Treatment Plant Easement Agreement	Sewer easement
Sal Lapio Inc Deed of Dedication Date 070803	37-00-04862-01-5	12/16/2003	Deed of Dedication	Sewer easement
Ronald Trinley Easement March 13 2005	37-00-05269-00-4	9/16/1994	Grant of Right of Way and Easement	Sewer Easement
Robert Hirshorn Date- 11-16-09	37-00-05003-00-9	11/16/2009	Easement Agreement	Sewer Easement
Robert and Pauline Major Date 062602	37-00-02919-50-9	6/27/2002	Easement Agreement	Sewer Easement
Robert and Marilyn Malason Grant of Right of Way and Easement Date 011404	37-00-02416-00-4	2/11/2004	Grant of Right of Way and Easement	Sewer Easement
Robert and Gail Hirschorn Declaration of Easement	37-00-05002-00-1	2/14/2011	Declaration of Easement	Temporary Sewer

122910				Easement
Robert and Cynthia McDaniel Deed of Dedication and Right of Way Date 080188	37-00- 02749-00-4	10/13/1988	Deed of Dedication Right of Way	Sewer Easement
Richard Roesler Grant of Right of Way and Easement Date 011402	37-00- 02137-00-4	1/18/2002	Grant of Right of Way and Easement	Sewer Easement
Reitnour Investment and Robert and Norma Collins Deed of Dedication and Easements Date 080803		9/25/2003	Deed of Dedication and Easements	Sewer Easement
RECORDED COSTCO DOD (00931283	37-00- 00664-00-1	3/28/2012	Deed of Dedication for Sanitary Sewer Easements	Sewer Easement
Raven's Claw Investors LP Dedication of Easements Date 062806	37-00- 03700-00-7	1/31/2007	Dedication of Easements	Sewer Easement
Ralph Frick Sr Declaration of Taking and Easement 072005	37-00- 00778-00-4	7/20/2005	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00- 02761-00-1	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00- 02746-00-7	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00- 02812-00-4	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00- 02749-00-4	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00- 02725-00-1	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00- 02728-00-7	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00- 01861-00-1	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00- 01870-00-1	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00- 01807-00-4	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00- 05275-00-7	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00- 05272-00-1	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00- 02575-00-7	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00- 02566-00-7	12/1/1986	Declaration of Taking	Land

Pump Station No 5 - Trinley Road	37-00-02563-50-5	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-02563-00-1	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-02560-00-4	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-04081-00-4	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-02008-00-7	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-02011-00-4	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-01630-00-7	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-02572-00-1	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-06269-00-4	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-01885-00-1	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-01879-00-1	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-01876-00-4	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-01873-00-7	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-01864-00-7	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-02710-00-7	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-02713-00-4	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-02743-00-1	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-03439-00-7	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-01264-00-4	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-03814-00-1	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-04183-00-1	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-02332-00-7	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-03268-00-7	12/1/1986	Declaration of Taking	Land

Pump Station No 5 - Trinley Road	37-00-04711-10-3	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-04711-30-1	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-01528-00-1	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-01273-00-4	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-01267-00-1	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-01282-00-4	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-01270-00-7	12/1/1986	Declaration of Taking	Land
Pump Station No 5 - Trinley Road	37-00-01264-00-4	12/1/1986	Declaration of Taking	Land
Pump Station No 6 Deed of Dedication	37-00-04298-01-2	1/3/1995	Deed of Dedication	Land
Pump Station No 10 Notice of Condemnation	37-00-03898-00-7	11/20/1997	Notice of Condemnation	Land
Possum Hollow Sewage Treatment Plant Easement Agreement	37-00-02631-00-5	12/10/2001	Sewage Treatment Plant Easement Agreement	Sewer Easement
Possum Hollow Pipeline Easement Agreement	37-00-02631-00-5	12/10/1991	Pipeline Easement Agreement	Sewer Easement
Possum Hollow Pipeline Easement Agreement	37-00-02631-00-5	12/10/1991	Pipeline Easement Agreement	Land
Pipeline Easement Agreement TMP 370003397004 - Sanatoga and Lozark	37-00-03397-00-4	12/10/2001	Pipeline Easement Agreement	Sewer Easement
Pipeline Easement Agreement TMP 370002632004 - Longview at Exelon	37-00-02632-00-4	12/10/2001	Pipeline Easement Agreement	Sewer Easement
Pipeline Easement Agreement TMP 370002631005 - Possum Hollow Plant	37-00-02631-00-5	12/10/2001	Pipeline Easement Agreement	Sewer Easement
Pipeline Easement Agreement TMP 370002605004 - Possum Hollow and Sanatog	37-00-02605-00-4	12/10/2001	Pipeline Easement Agreement	Sewer Easement
Pipeline Easement Agreement TMP 370001249001 - Keen and Longview	37-00-01249-00-1	12/10/2001	Pipeline Easement Agreement	Sewer Easement
Pipeline Easement Agreement	37-00-	12/10/2001	Pipeline	Sewer

TMP 370000037007-Airport and 422	00037-00-7		Easement Agreement	Easement
Pine Tree Subdivision DOD	37-00-04885-33-6	7/21/2008	Deed of Dedication and Easements	Sewer Easement
Philip Martocci Grant of Right of Way and Easement Date 092398	37-00-04357-00-7	10/27/1998	Grant of Right of Way and Easement	Sewer Easement
Philip Martocci Extinguishment of Easement Date 072809	37-00-04357-00-7	7/30/2009	Extinguishment of Easement	Extinguished Easement
Philadelphia Premium Outlets Deed of Dedication for Sanitary Sewer 12081	37-00-03481-85-6	11/30/2011	Deed of Dedication for Sanitary Sewer in Chelsea Philadelphia Premium Outlet Center	Sewer Easement
Philadelphia Premium Outlets Deed of Dedication 121310	37-00-00000-00-0	9/30/2011	Deed of Dedication	Land
Philadelphia Electric Company Deed of Dedication Date 062685	37-00-02632-00-4	4/18/1986	Deed of Dedication	Land
Peter Manfredi Grant of Right of Way and Easement Date 111301	37-00-03478-00-4	12/10/2001	Grant of Right of Way and Easement	Sewer Easement
Peter and Olga Tantala Grant of Right of Way and Easement Date 010902	37-00-03472-00-1	2/4/2002	Grant of Right of Way and Easement	Sewer Easement
Peco Energy Co Pipeline Easement Agreement Date 102798- Linked to Parcel	37-00-04306-00-4	1/26/1999	Pipeline Easement Agreement	Pipeline Easement
Peco Energy Date 102798	37-00-04306-00-4	1/26/1999	Pipeline Easement Agreement	Pipeline Easement
Paul Henry Grant of Right of Way and Easement Date 122101	37-00-01245-90-8	1/18/2002	Grant of Right of Way and Easement	Sewer Easement
Paul and Thomas Albrecht Grant of Right of Way and Easement Date 111196	37-00-01426-00-4	1/10/1997	Grant of Right of Way and Easement	Sewer Easement
Partial Termination of Easement Date 091300	37-00-01795-00-4	7/2/2001	Partial Termination of Easement	Land
Parcc Saylor's Ridge Associates Deed of Dedication	37-00-00065-20-4	10/2/1998	Deed of Dedication	Land

Date 072898				
Parec Fields Associates Deed of Dedication (Right of Way and Easement) Date 081094	37-00-00065-20-4	8/23/1994	Deed of Dedication (Right of Way/Easement)	Sewer Easement
Parec Fields Assoc Annette Dr Grant of Right of Way and Easement Date 072898	37-00-00065-20-4	10/2/1998	Grant of Right of Way and Easement	Sewer Easement
Murfield Development Lot 21 Grant of ROW and Easement 081795	37-00-03123-22-4	12/12/1995	Grant of Right of Way and Easement	Sewer Easement
Montgomery Broke Deed of Dedication Pumping Station 6 Site Easement 091990	37-00-03661-00-1	9/26/1990	Deed of Dedication	Pump Station
Montgomery Brooke Deed of Dedication 091990	37-00-03661-00-1	9/26/1990	Deed of Dedication	Sewer Easement
Michael and Denise Latshaw Grant of Right of Way and Easement Date 021104	37-00-02422-00-7	2/18/2004	Grant of Right of Way and Easement	Sewer Easement
Maynard Easement 4-25-05 37-00-00850-00-4	37-00-00850-00-4	7/29/2005	Easement Agreement	Sewer Easement
Manhole Escrow Agreement - Church Hill Estates	P.O. Box 29, Limerick Township	7/11/2007	Manhole Escrow Agreement	Pipeline
Mandum Inc Deed of Dedication to Sanitary Sewer Facilities Date 101410	37-00-01738-00-7	10/20/2010	Deed of Dedication to Sanitary Sewer Facilities	Sewer Easement
Maintenance Agreement Date 123004	P.O. Box 29, Limerick Township	12/30/2004	Maintenance Agreement	Wastewater
Maintenance Agreement Date 030609	37-00-04111-00-1	5/1/2009	Maintenance Agreement	Wastewater
Maintenance Agreement - Church Hill Estates	P.O. Box 29, Limerick Township	7/11/2007	Maintenance Agreement	Wastewater
Louis and Faye Viola Deed of Dedication and Right of Way Date 040488	37-00-00200-00-6	4/19/1988	Deed of Dedication (Right-of-Way)	Sewer Easement
Linfield Knoll Partnership Deed of Dedication Date 111500	37-00-90044-00-9	1/16/2001	Deed of Dedication	Sewer Easement
Linfield Farms Deed of	37-00-	9/29/1999	Deed of	Sewer

Dedication 082599	00742-90-6		Dedication	Easement
Linfield Farms Deed of Dedication 082599	37-00-00742-91-5	9/29/1999	Deed of Dedication	Sewer Easement
Linfield Farms Deed of Dedication 082599	37-00-04761-40-4	9/29/1999	Deed of Dedication	Sewer Easement
Linfield Farms Deed of Dedication 082599	37-00-04847-82-2	9/29/1999	Deed of Dedication	Sewer Easement
Linfield Farms Deed of Dedication 082599	37-00-00742-91-4	9/29/1999	Deed of Dedication	Sewer Easement
Linfield Farms Deed of Dedication 082599	37-00-04847-81-3	9/29/1999	Deed of Dedication	Sewer Easement
Linfield Farms Deed of Dedication 082599	37-00-04847-83-1	9/29/1999	Deed of Dedication	Sewer Easement
Linfield Corporate Center Lot 7 Grant of ROW and Easement 082295	37-00-05126-60-7	12/12/1995	Grant of Right of Way and Easement	Sewer Easement
Linfield Corporate Center Lot 6 Grant of ROW and Easement 082295	37-00-05126-57-1	12/12/1995	Grant of Right of Way and Easement	Sewer Easement
Linfield Corporate Center Lot 51B Grant of ROW and Easement 082295	37-00-00655-90-1	12/12/1995	Grant of Right of Way and Easement	Sewer Easement
Linfield Corporate Center Lot 52 Grant of ROW and Easement 082295	37-00-00659-85-2	12/12/1995	Grant of Right of Way and Easement	Sewer Easement
Linfield Corporate Center Lot 51A Grant of ROW Easement 082295	37-00-00659-90-6	12/12/1995	Grant of Right of Way and Easement	Sewer Easement
Linfield Corporate Center Lot 48B Grant of ROW and Easement 082295	37-00-00657-70-1	12/12/1995	Grant of Right of Way and Easement	Sewer Easement
Linfield Corporate C	37-0	12/12/1995	Grant of Right of Way and Easement	Sewer Easement
Limerick Partners LP Extinguishment of Easements Agreement 101106	37-00-0426-00-1	10/26/2006	Extinguishment of Easement	Extinguished Easement
Limerick Partners LP Extinguishment of Easements Agreement 101106	37-00-04246-10-9	10/26/2006	Extinguishment of Easement	Extinguished Easement
Limerick Plaza Deed of Dedication and Easements 120104	37-00-05317-00-1	4/26/2005	Deed of Dedication and Easements	Sewer Easement
Limerick Plaza Deed of Dedication and Easements 120104	37-00-04294-00-7	4/26/2005	Deed of Dedication and Easements	Sewer Easement

Limerick Plaza Deed of Dedication and Easements120104	37-00-04297-00-4	4/26/2005	Deed of Dedication and Easements	Sewer Easement
Limerick Plaza Deed of Dedication and Easements120104	37-00-04298-01-2	4/26/2005	Deed of Dedication and Easements	Sewer Easement
Limerick Plaza DOD and Easements - 370005317001	37-00-05317-00-1	4/26/2005	Maintenance Agreement	18 month letter of credit
Limerick Plaza DOD and Easements - 370005317001	37-00-04294-00-7	4/26/2005	Maintenance Agreement	18 month letter of credit
Limerick Plaza DOD and Easements - 370005317001	37-00-04297-00-4	4/26/2005	Maintenance Agreement	18 month letter of credit
Limerick Plaza DOD and Easements - 370005317001	37-00-04298-01-2	4/26/2005	Maintenance Agreement	18 month letter of credit
Limerick Plaza Maintenance Agreement	37-00-05317-00-1	4/26/2005	Maintenance Agreement	18 month letter of credit
Limerick Plaza Maintenance Agreement	37-00-04294-00-7	4/26/2005	Maintenance Agreement	18 month letter of credit
Limerick Plaza Maintenance Agreement	37-00-04297-00-4	4/26/2005	Maintenance Agreement	18 month letter of credit
Limerick Plaza Maintenance Agreement	37-00-04298-01-2	4/26/2005	Maintenance Agreement	18 month letter of credit
Limerick Twp School District Limerick Center Rd Deed of Dedication and Right of Way Date 081090		8/22/1990	Deed of Dedication	Right of Way and Pump Station
Linfield Corporate Center Lot 28B Grant of ROW and Easement 082295	37-0	12/12/1995	Grant of Right of Way and Easement	Sewer Easement
Linfield Corporate Center Lot 28C Grant of ROW and Easement 082295	37-00-01240-17-2	12/12/1995	Grant of Right of Way and Easement	Sewer Easement
Linfield Corporate Center Lot 37 Grant of ROW and Easement 082295	37-00-00654-68-1	12/12/1995	Grant of Right of Way and Easement	Sewer Easement
Linfield Corporate Center Lot 37 Grant of ROW and Easement 082295	37-00-00660-00-5	12/12/1995	Grant of Right of Way and Easement	Sewer Easement
Lawrence and Michelle Piasecki Grant of Right of Way and Easement Date 111301	37-00-04528-50-2	12/10/2001	Grant of Right of Way and Easement	Sewer Easement
Leroy and Dawn Wensel Deed of Dedication and Easements Date 041101New	37-0	5/10/2001	Deed of Dedication and Easements	Sewer Easement
Leroy and Dawn Wensel	37-00-	5/17/1996	Notice of	Sewer

Declaration of Taking and Easement 051796	05090-003		Condemnation	Easement
Lewis Rd Associates Deed of Dedication Date 032602	37-00-043300-00-7	4/23/2002	Deed of Dedication	Sewer Lines
Lewis Road Apartments LP Maintenance and Access Agreement Date 041204	37-00-04329-50-4	4/21/2004	Maintenance/Access Agreement	Encroaching Structure
Lewis Road Associates Grant of ROW and Easement 8-18-95 37-00-04330-00-7	37-00-043300-00-7	12/12/1995	Grant of Right of Way and Easement	Sewer Easement
Limerick Chapel Deed of Dedication and Right of Way Date 101689	37-00-03814-00-1	5/30/1990	Deed of Dedication (Right of Way)	Sewer Easement
Limerick Chapel Deed of Dedication and Right of Way Date 121388	37-00-03811-00-4	3/2/1989	Deed of Dedication (Right of Way)	Sewer Easement
Limerick Chapel Deed of Dedication and Right of Way Date 121388	37-00-03814-00-1	3/2/1989	Deed of Dedication (Right of Way)	Sewer Easement
Limerick Fire Co Deed of Dedication and Right of Way Date 011889	37-00-03808-00-7	3/2/1989	Deed of Dedication (Right of Way)	Sewer Easement
Limerick Fire Co Deed of Dedication and Right of Way Date 011889	37-00-03805-00-1	3/2/1989	Deed of Dedication (Right of Way)	Sewer Easement
Limerick Golf Club Estates Joint Pump Station Access and Maintenance Agreement Date 100197New	37-00-02005-00-1	10/16/1997	Joint Pump Station Access and Maintenance Agreement	Pump Station
Landis Farms Estates Deed of Dedication 101105	37-00-05301-15-2	2/17/2005	Deed of Easement	Sewer Easement
Landis Farms Deed of Easement 021605	37-00-05301-152	2/17/2005	Deed of Easement	Sewer Easement
Lakeview Amusement Park ROW and Easement 10-14-96	37-00-05335-00-1	11/29/1996	Grant of Right of Way and Easement	Sewer Easement
Lakeview Amusement Park Inc Grant of Right of Way and Easement Date 101496	37-00-05335-00-1	11/29/1996	Grant of Right of Way and Easement	Sewer Easement
Lakeside Inn Aquisition LP Maintenance and Access Agreement Date 051906	37-00-03770-00-9	6/27/2006	Maintenance/Access Agreement	Encroaching Structure
Lakeside Inn Aquisition Inc Deed of Dedication and	Lakeside Apartments	9/28/2006	Deed of Dedication and	Sewer Easement

Easements Date 101805	Development		Easements	
Lakeside Apartments Maintenance Access Agreement 081005	37-00-03770-00-9	10/17/2005	Maintenance/Access Agreement	Encroaching Structure
Lakeside Apartments Easement Agreement 081005	37-00-03770-00-9	10/17/2005	Easement Agreement	Sewer Easement
King Road - Deed of Consolidation 8-9-05	37-00-01267-00-1	8/9/2005	Deed of Consolidation	King Road Wastewater Treatment Plant
King Road - Deed of Consolidation 8-9-05	37-00-01264-31-0	8/9/2005	Deed of Consolidation	King Road Wastewater Treatment Plant
King Road - Deed of Consolidation 8-9-05	37-00-01264-04-9	8/9/2005	Deed of Consolidation	King Road Wastewater Treatment Plant
Kennedy Real Estate Associates Deed of Dedication and Maintenance Agreement Date 042809	37-00-03706-00-1	6/2/2009	Maintenance Agreement	18 month cash escrow
Kathryn Bechtel Right of Way Agreement 022675	Lewis and Old Mill Rds	3/10/1975	Right of Way Agreement	Sewer Easement
Kaplin Stewart Meloff Reiter and Stein PC Date- 04-25-06 3	37-00-05026-103	6/16/2006	Grant of Right of Way and Easement	Sewer Easement
Kaplin Stewart Meloff Reiter and Stein PC Date- 04-25-06 2	37-00-05026-103	6/16/2006	Grant of Right of Way and Easement	Sewer Easement
Kaplin Stewart Meloff Reiter and Stein PC Date- 04-25-06 1	37-00-04558-049	6/16/2006	Grant of Right of Way and Easement	Sewer Easement
Josephine Kurtas Grant of Right of Way and Easement Date 110901	37-00-01261-00-7	12/10/2001	Grant of Right of Way and Easement	Sewer Easement
John Major with Timothy and Wendy UBA DOD 032488	37-00-02916-02-6	3/30/1988	Deed of Dedication (Right of Way)	Sewer Easement
John Major Deed of Dedication and Right of Way Date 032488	37-00-02916-02-6	3/30/1988	Deed of Dedication (Right of Way)	Sewer Easement
John and Wanda Galie Deed of Dedication 92397	37-00-01264-00-4	12/3/1999	Deed of Dedication	Land

John and Teresa Maddonni Grant of Right of Way and Easement Date 092503	37-00- 01241-09-9	10/21/2003	Grant of Right of Way and Easement	Sewer Easement
John and Sara Singleton Deed of Dedication (Right of Way and Easement) Date 070992	37-00- 04549-45-4	7/27/1992	Deed of Dedication (Right of Way/Easement)	Sewer Easement
John and Nancy Moore Deed of Dedication and Right of Way Date 102888	37-00- 02746-00-7	1/11/1989	Deed of Dedication (Right of Way)	Sewer Easement
John and Marjorie Drumheller Grant of Right of Way and Easement Date 112001	37-00- 04504-00-4	12/10/2001	Deed of Dedication (Right of Way/Easement)	Sewer Easement
John and Jennifer Caccese Grant of Right of Way and Easement Date 020904	37-00- 02419-00-1	2/18/2004	Grant of Right of Way and Easement	Sewer Easement
JJBT LP Grant of Right of Way and Easement Date- 09- 10-03	37-00- 01241-12-6	9/30/2003	Grant of Right of Way and Easement	Sewer Easement
James and Gail Mellon Cecelia Stephenson Deed of Dedication and Easements Date- 10-11-00	37-00- 03460-14-9	10/11/2000	Deed of Dedication	Sewer Easement
James and Gail Mellon Cecelia Stephenson Deed of Dedication and Easements Date- 10-11-00	37-00- 034460-13- 9	10/11/2000	Deed of Dedication	Sewer Easement
Irene Schrieber Agreement 041988	37-00- 03835-00-7	5/25/1988	Indenture	Single lateral instead of dual lateral
IACONO Summer Chase Apartments Deed of Dedication and Easements Date 091300	37-00- 0412-00-1	10/11/2000	Deed of Dedication	Sewer Easement
High St Inc Grant of Easement Date 011492	37-00- 01021-01-3	7/19/1993	Grant of Easement	Sewer Easement
Herman and Esther Sankey Grant of Right of Way and Easement for Limerick Village Date 091196	37-00- 05125-00-4	9/19/1996	Grant of Right of Way and Easement	Sewer Easement
Herman and Esther Sankey Grant of Right of Way and Easement Date 091196	37-00- 05125-00-4	9/19/1996	Grant of Right of Way and Easement	Sewer Easement
Heritage-Summerdale Estates	37-00-	3/12/2003	Deed of	Sewer

Deed of Dedication Date 022503	90564-00-2		Dedication	Easement
Heritage Country Green LP Deed of Dedication Date 120998	37-00- 01624-00-4	12/30/1998	Deed of Dedication	Sewer Easement
Heritage Country Green LP Deed of Dedication Date 120998	37-00- 01267-00-1	12/30/1998	Deed of Dedication	Sewer Easement
Heritage Country Green LP Deed of Dedication Date 082598	37-00- 04781-74-4	9/28/1998	Deed of Dedication	Sewer Easement
Heritage Country Green LP Deed of Dedication Date 051398	37-00- 00655-57-7	10/2/1998	Deed of Dedication	Sewer Easement
Heritage Country Green LP Deed of Dedication Date 040599	37-00- 00655-57-7	9/29/1999	Deed of Dedication	Sewer Easement
Heritage Country Green LP Deed of Dedication Date 040599	37-00- 03482-34-2	9/29/1999	Deed of Dedication	Sewer Easement
Heritage Country Green LP Deed of Dedication Date 040599	37-00- 03482-35-1	9/29/1999	Deed of Dedication	Sewer Easement
Heritage Country Green LP Deed of Dedication Date 040599	37-00- 03482-36-9	9/29/1999	Deed of Dedication	Sewer Easement
Heritage Country Green LP Deed of Dedication Date 111699	37-00- 04781-74-4	12/21/1999	Deed of Dedication	Sewer Easement
Heritage Country Green LP Deed of Dedication Date 111699	37-00- 04781-75-3	12/21/1999	Deed of Dedication	Sewer Easement
Heritage Country Club Estates Deed of Dedication and Easements Date 050106	37-00- 00649-05-2	5/23/2006	Deed of Dedication and Easements	Sewer Easement
Herbert and Nancy Schuett Grant of Right of Way and Easement Date 101498	37-00- 03640-00-4	10/27/1998	Grant of Right of Way and Easement	Sewer Easement
Henry Reifsneider Deed of Dedication ROW Easement 112189	37-00- 04162-00-4	5/4/1992	Deed of Dedication (Right of Way/Easement)	Sewer Easement
Hartenstine Interceptor Date- 08-02-11	37-00- 05002-00-1	8/2/2011	Deed of Dedication	Hartenstein Interceptor and Sewer Easement

Hartenstine Interceptor Date-08-02-11	37-00-05003-00-9	8/2/2011	Deed of Dedication	Hartenstein Interceptor and Sewer Easement
Hartenstine Interceptor Date-08-02-11	37-00-04751-00-9	8/2/2011	Deed of Dedication	Hartenstein Interceptor and Sewer Easement
Harry Hawthorne Deed of Dedication 082196	37-00-03175-02-8	10/9/1996	Deed of Dedication	Pump Station Land
Harry Hawthorne Declaration of Taking and Easement 051796-2	37-00-03180-00-5	5/17/1996	Notice of Condemnation	Sewer Easement
Harry Hawthorne Declaration of Taking and Easement 051796	37-00-03175-02-8	5/17/1996	Notice of Condemnation	Pump Station Land
Harry Hawthorne Deed of Dedication Date 030199	37-00-03175-02-8	3/18/1999	Deed of Dedication	Deer Run Pump Station and Sewer Easements
Guy and Vicki Walters Grant of Right of Way and Easement Date 012204	37-00-02428-00-1	2/11/2004	Grant of Right of Way and Easement	Sewer Easement
Greenfields Easement 102490	37-00-00131-10-2	10/24/1990	Deed	Sewer Easement and Pump Station
Greenfields Development Corp Deed of Dedication 042794	37-00-00131-00-3	8/19/1994	Deed of Dedication	Sewer Easement and Pump Station
Greenfields Deed of Easement Lot 25 102490	37-00-00131-10-2	10/24/1990	Deed	Sewer Easement and Pump Station
Graterford Road Pump Station Easement - Michael Brown - 370001021004	37-00-01021-00-4	8/20/2014	Easement Agreement	Sewer Easement and Pump Station
Graterford Road Pump Station Agreement	37-00-03112-00-1	Not Recorded	Agreement for the Demolition of Pump Station and Construction of the Graterford Road Sanitary Sewerage System	Sewer Lines and Pump Station
Graterford Road Pump Station Agreement	37-00-049090-00-	Not Recorded	Agreement for the Demolition	Sewer Lines and Pump

	4		of Pump Station and Construction of the Graterford Road Sanitary Sewerage System	Station
Graterford Road Pump Station Agreement	37-00-02356-00-1	Not Recorded	Agreement for the Demolition of Pump Station and Construction of the Graterford Road Sanitary Sewerage System	Sewer Lines and Pump Station
Graterford Road Pump Station Agreement	37-00-02359-06-1	Not Recorded	Agreement for the Demolition of Pump Station and Construction of the Graterford Road Sanitary Sewerage System	Sewer Lines and Pump Station
Graterford Road Pump Station Agreement	37-00-05020-55-9	Not Recorded	Agreement for the Demolition of Pump Station and Construction of the Graterford Road Sanitary Sewerage System	Sewer Lines and Pump Station
Graterford Road Pump Station Agreement	37-00-05020-60-4	Not Recorded	Agreement for the Demolition of Pump Station and Construction of the Graterford Road Sanitary Sewerage System	Sewer Lines and Pump Station
Graterford Road Pump Station Agreement	37-00-04561-00-1	Not Recorded	Agreement for the Demolition of Pump Station	Sewer Lines and Pump Station

			and Construction of the Graterford Road Sanitary Sewerage System	
Graterford Road Pump Station Agreement	37-00-04564-00-7	Not Recorded	Agreement for the Demolition of Pump Station and Construction of the Graterford Road Sanitary Sewerage System	Sewer Lines and Pump Station
Graterford Road Easement 08032010	37-00-01027-00-7	8/12/2010	Deed of Easement	Sewer Easement
Grant of Right of Way and Easement - 02061997	37-00-01415-00-6	3/13/1997	Grant of Right of Way and Easement	Sewer Easement
Grant of Right of Way and Easement Date 040903	37-00-04515-00-2	4/17/2003	Grant of Right of Way and Easement	Sewer Easement
Glenview or Rose Tree LP Deed of Dedication and Easements Date 031405	Rose Tree Estates	5/6/2005	Deed of Dedication and Easements	Sewer Easement
Glenview or Rose Tree LP Deed of Dedication and Easements Date 031405	Rose Tree Estates	5/6/2005	Deed of Dedication and Easements	Sewer Easement
Gail Wellington Grant of Right of Way and Easement Date 021104	37-00-0245-00-4	2/18/2004	Grant of Right of Way and Easement	Sewer Easement
Fox Ridge Apartments LP Maintenance Access Agreement 081005	37-00-03766-01-3	10/17/2005	Maintenance/Access Agreement	Encroaching Structure
Fox Ridge Apartments LP Deed of Dedication and Easements Date 101805	37-00-03766-01-3	9/28/2006	Deed of Dedication and Easements	Sewer Easement
Fox Ridge Apartments LP Deed of Dedication and Easements Date 101805	37-00-03766-02-2	9/28/2006	Deed of Dedication and Easements	Sewer Easement
Fox Ridge Apartments LP Deed of Dedication and Easements Date 101805	37-00-03766-03-1	9/28/2006	Deed of Dedication and Easements	Sewer Easement
Fox Ridge Apartments Declaration of Taking and	37-00-01240-14-5	5/17/1996	Notice of Condemnation	Sewer Easement

Easement 051796				
Four Maples Apartments LP Easement Agreement 081005	37-00-03766-01-3	10/17/2005	Easement Agreement	Sewer Easement
Florence Jubb Grant of Right of Way and Easement Date 101498	37-00-04312-00-7	10/27/1998	Grant of Right of Way and Easement	Sewer Easement
Flanagan Family McGrath Family Declaration of Easement Juniper Enterprises Date 032504	37-00-00305-20-7	10/26/2004	Declaration of Easement	Sewer Easement
Flanagan Family McGrath Family Declaration of Easement Juniper Enterprises Date 032504	37-00-02602-00-7	10/26/2004	Declaration of Easement	Sewer Easement
Flanagan Family McGrath Family Declaration of Easement Juniper Enterprises Date 032504	37-00-00553-00-4	10/26/2004	Declaration of Easement	Sewer Easement
Fernwood Cemetery ROW and Easement 10-3-96	37-00-05314-00-4	1/10/1997	Grant of Right of Way and Easement	Sewer Easement
Fernwood Cemetery Co Grant of Right of Way and Easement Date 100396	37-00-05314-00-4	1/10/1997	Grant of Right of Way and Easement	Sewer Easement
FAY Development Co Deed of Dedication Date 101498	37-00-4900-00-4	2/22/1999	Deed of Dedication	Sewer Easement
FAY Development Co Deed of Dedication Date 101498	37-00-49390-00-1	2/22/1999	Deed of Dedication	Sewer Easement
Evansbrooke Deed of Dedication and Easements 101205	37-00-90469-00-7	10/17/2005	Deed of Dedication and Easements	Sewer Easement
Edward and Teresa Smith Grant of ROW and Easement 082196	37-00-03175-00-1	10/15/1996	Grant of Right of Way and Easement	Sewer Easement
Edward and Teresa Smith Declaration of Taking and Easement 051796	37-00-03175-00-1	5/17/1996	Notice of Condemnation	Sewer Easement
Easement Agreement Date 091300	37-00-01795-00-4	7/2/2001	Easement Agreement	Sewer Easement
DOD of Pump Station Lot - 12-8-15	37-00-04711-50-8	12/15/2015	Deed of Dedication	Pump Station Land
DHLP Limerick Golf Community 370001241099 Maddonni 370001241126 JJBT LP 370003700007 Ravensclaw Investors	37-00-01241-09-9	9/28/2006	Deed of Dedication and Easements	Sewer Easement

DHLP Limerick Golf Community 370001241099 Maddonna 370001241126 JJBT LP 370003700007 Ravensclaw Investors	37-00-02939-22-8	9/28/2006	Deed of Dedication and Easements	Sewer Easement
DHLP Limerick Golf Community 370001241099 Maddonna 370001241126 JJBT LP 370003700007 Ravensclaw Investors	37-00-01241-12-6	9/28/2006	Deed of Dedication and Easements	Sewer Easement
DHLP Limerick Golf Community 370001241099 Maddonna 370001241126 JJBT LP 370003700007 Ravensclaw Investors	37-00-03700-00-7	9/28/2006	Deed of Dedication and Easements	Sewer Easement
Deed of Dedication Sewer Easement - Sanatoga	37-00-00673-00-1	3/29/2012	Deed of Dedication	Sewer Easement
Deed of Dedication Sewer Easement - Sanatoga	37-00-00667-00-7	3/29/2012	Deed of Dedication	Sewer Easement
Deed of Dedication Sewer Easement - Sanatoga	37-00-00668-00-6	3/29/2012	Deed of Dedication	Sewer Easement
Deed of Dedication Sewer Easement - Sanatoga	37-00-00670-00-4	3/29/2012	Deed of Dedication	Sewer Easement
Deed of Dedication of Wastewater Collection Facilities Date 071107	37-00-02026-00-7	8/22/2007	Deed of Dedication	Sewer Lines
Deed of Dedication and Easements Date- 05-09-05	Ashbrooke Estates	5/6/2005	Deed of Dedication and Easements	Sewer Easement
Deed of Dedication and Easements Date 101304	37-00-04663-18-7	11/24/2004	Deed of Dedication and Easements	Sewer Easement
Deed of Dedication and Easements Date 022503	37-00-90568-00-7	3/12/2003	Deed of Dedication and Easements	Sewer Easement
Deed of Dedication and Easements Date 7-7-03	Bradford Woods Development	9/25/2003	Deed of Dedication and Easements	Pump Stations and Land
Deed of Dedication and Easements Date 031305	37-00-05269-00-4	4/26/2005	Deed of Dedication and Easements	Sewer Easement
Deed of Dedication and Easement and Maintenance Agreement Date 042809	37-00-03706-00-1	6/2/2009	Deed of Dedication and Easements	Sewer Easement
Deed of Dedication and	Lewis Road	5/6/2005	Deed of	Sewer

Easement Date 123004	Apartments		Dedication and Easements	Easement
143 Benner Road and 125 Benner Road Easement Agreement for Mary Lightcap and Triglia	37-00-00187-00-1	42067	Easement Agreement	Sewer Easement
212 Graterford Road Easement 053014	37-00-01030-00-4	41795	Sanitary Sewer Facilities Easement & Temporary Construction Easement Agreement	Sewer Easement
260 Graterford Road Easement 042814	37-00-01024-00-1	41775	Sanitary Sewer Facilities Easement & Temporary Construction Easement Agreement	Sewer Easement
31 Trinley Road Deed of Dedication 031305	37-00-05269-00-4	38468	Deed of Dedication & Easements	Sewer Easement
421 Royersford Road	37-00-04409-00-1	36174	Grant of Right of Way & Easement	Sewer Easement
422 Autoplex Date 121300	37-00-03625-00-1	36907	Deed of Dedication & Easements	Sewer Easement
422 Autoplex Date 121300	37-00-05126-62-5	36907	Deed of Dedication & Easements	Sewer Easement
Andrew Zappone Deed of Dedication and Easements Date 103003	37-00-02916-20-6	38140	Deed of Dedication & Easements	Sewer Easement
Andrew Zappone Deed of Dedication and Easements Date 103003	37-00-00201-00-5	38140	Deed of Dedication & Easements	Sewer Easement
Andrew Zappone Deed of Dedication and Easements Date 103003	37-00-02916-30-5	38140	Deed of Dedication & Easements	Sewer Easement
Anthony Indelicato Grant of Right of Way and Easement Date 011304	37-00-02413-00-7	38028	Grant of Right of Way & Easement	Sewer Easement
Baker Residential of Pennsylvania LLC Deed of	37-00-00000-00-0	38988	Deed of Dedication &	Sewer Easement

Dedication and Easements Date 110806			Easements	
Bellemeade Sukonik LP Deed of Dedication and Easements Date- 05-11-05	37-00- 04303-00-7	38567	Deed of Dedication & Easements	Sewer Easement
Bernard and Carol Piasecki Grant of Right of Way and Easement Date 111401	37-00- 04528-10-6	37235	Grant of Right of Way & Easement	Sewer Easement
Bernice Frick Grant of Right of Way and Easement Date 033106	37-00- 00778-00-4	38846	Grant of Right of Way & Easement	Sewer Easement
Blessed Teresa Date- 11-16-09	37-00- 05003-00-9	40133	Easement Agreement	Sewer Easement
Calamia Subdivision Deed of Dedication of Easements 110606	37-00- 04858-00-1	39055	Deed of Dedication & Easements	Sewer Easement
Calamia Subdivision Deed of Dedication of Easements 110606	37-00- 02579-00-3	39055	Deed of Dedication & Easements	Sewer Easement
Chelsea Limerick Holdings LLC Deed of Dedication for Sanitary Sewer 120810	37-00- 03481-85-6	40877	Deed of Dedication for Sanitary Sewer in Chelsea Philadelphia Premium Outlet Center	Sewer Easement
Chelsea Providence Condominium Association Deed of Dedication 121310	37-00- 00000-00-0	40816	Deed of Dedication	Land
Chrsitian and Donna Klebe Grant of Right of Way and Easement Date 111001	37-00- 03477-00-5	37235	Grant of Right of Way & Easement	Sewer Easement
Condemnation - Declaration of Taking 12-1986		31750	Notice of Filing Declaration of Taking	
Condemnation- Notice of Relinquishment Country Club Rd and US Postal Service	37-00- 03267-90-8	33562	Notice of Relinquishment	Land
Condemnation- Notice of Relinquishment Country Club Rd and US Postal Service	37-00- 04711-10-3	33562	Notice of Relinquishment	Land
Condemnation- Notice of Relinquishment Country Club Rd and US Postal Service	37-00- 01525-40-9	33562	Notice of Relinquishment	Land
Country Club Estates DOD and Easements	37-00- 04711-50-8	39898	Deed of Dedication &	Sewer Easement

			Easements	
D and L Associates Main St Deed of Dedication and Right of Way Date 042390	37-00-02710-00-7	32996	Deed of Dedication (Right-of-Way)	Sewer Easement
D and L Associates Main St Deed of Dedication and Right of Way Date 042390	37-00-02713-00-4	32996	Deed of Dedication (Right-of-Way)	Sewer Easement
D and L Associates Main St Deed of Dedication and Right of Way Date 042390	37-00-02743-00-1	32996	Deed of Dedication (Right-of-Way)	Sewer Easement
Daniel and Shelli Mortensen Grant of Right of Way and Easement Date 011604	37-00-02410-00-1	38028	Grant of Right of Way & Easement	Sewer Easement
Daniel Ely Sanitary Sewer Deed of Easement 083109	37-00-04603-10-3	40092	Sanitary Sewer Deed of Easement	Sewer Easement
David and Elaine Morris Deed of Dedication Date 121001	37-00-03898-00-7	37270	Deed of Dedication	Land
David and Linda Wilson Grant of Right of Way and Easement Date 101498	37-00-03637-00-7	36095	Grant of Right of Way & Easement	Sewer Easement
David and Michelle Hedrick Grant of Right of Way and Easement Date 111401	37-00-04510-00-7	37235	Grant of Right of Way & Easement	Sewer Easement
Declaration of Easement 1-21-2011 - Venezia	37-00-00037-07-9	40591	Declaration of Easement	Sewer Easement
Deed of Dedication Date 112400	37-00-90036-00-8	36907	Deed of Dedication	Sewer Easement
Deed of Dedication Date 030609	37-00-04111-00-1	39934	Deed of Dedication & Easements	Land
Deed of Dedication TH Properties Date 102202	37-00-90600-00-2	37566	Deed of Dedication	Sewer Easement

See also Exelon Documents referenced on Schedule 4.15

Schedule 4.10

Equipment and Machinery

2006 Ford F-250 Pickup Truck

2012 Ford F350 Pickup Truck

2016 Ford F-150 Pickup Truck

2003 Ford Econline Van

Crystal Ball Software and Equipment Currently Installed at Pump Stations #s 1, 2, 3, 10, 14, 18

UV Lamps (in inventory)

2006 Chevy Trailblazer

2009 Crane Truck

Utility Vehicle

ATV – 4 Wheeler

(see also notations to asset list in data room)

Schedule 4.11(b)

Plans and Benefit Obligations

Defined Contribution Retirement Plan with 6 year vesting period

Aetna PPO with \$3,000 family deductible and Pharmacy coverage

Delta Dental Plan with Orthodontic Benefits

Aetna Vision Plan

\$50,000 Lincoln Financial Group Life Insurance Policy

Lincoln Financial Group Short-Term Disability Policy through Lincoln Financial Group which provides 60% of basic pay for 26 weeks

Long Term Disability through Lincoln Financial Group which provides 60% of basic pay after 180 days of disability

Flexible Spending Account program which has an annual contribution limit of \$2,500 for Medical and \$5,000 for dependent care

Deferred Compensation 457 program through IMCA-RC with no Township match

Schedule 4.11(c)

Multiemployer Plans

None.

Schedule 4.11(d)

Benefit Obligations for Present or Future Terminated or Retired Personnel and Families

None.

Schedule 4.11(f)

Severance Agreements

None.

Schedule 4.12(a)

Collective Bargaining Agreements

None.

Schedule 4.12(b)

Exceptions to Personnel Payments

None.

Schedule 4.13

Noncompliance with Environmental Laws

None.

Schedule 4.14Authorizations and Permits

Permit #	Facility
4603408	King Rd WWTP
4698440	King Rd STP - Twpline Rd Sewer Extension
4601414	King Rd STP - Landis Creek Interceptor
4699415	Pump Station #2
4601408	Possum Hollow STP
4605405	Possum Hollow WWTP- Hartenstine Creek Ext.
4694413	Pump Station #6
4698423	Pump Station #6
4697417	Pump Station #10
4697405	PS #11
4699412	Pump Stations #12,13,14 (Bradford Woods)
4601407	Pump Station #15
4202407	Pump Station #18
4605412	Pump Station #19
WQG02460514	King Rd WWTP- Graterford Rd Sewer System
PA0051934	Possum Hollow Plant
PA0058041	King Road Plant
16-001	Oxford Care Facilities

Schedule 4.15

Contracts and Assigned Contracts

	Name of Contract	Parties to Contract	Date of Contract
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O&M Agreements

	ADDRESS OF SUBJECT PROPERTY	BUSINESS NAME/PROPERTY OWNER	EDU's	O&M DATE/RECORDING INFO
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	Long Term Maintenance Agreements		
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Ref #	File Name	Address or Parcel Number	Date of Recording	Document Type
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Schedule 4.16

Litigation Involving the System

Threatened Litigation

1. None.

Pending/Recently Resolved Litigation

1. Walnut Crossing, et al v. Limerick Township - #98-14656. The owner of an apartment complex filed suit against the Seller regarding an EDU calculation that was being applied in 1998. The case settled in October 2016. There is a confidentiality paragraph to the settlement agreement.

Schedule 4.18(a)

Title to Acquired Assets

None.

Schedule 4.18(b)

Sufficiency

None.

Schedule 4.19

Pending Development Plans

Residential Pending or Approved Land Development Plans	Resolution	EDUs
Ely Subdivision(fruitville & smith)	P 07-27-2006	6
Sankey Residential (91)	P/F 12-1-2015	91
28 Brownback Road (4)	RF 7-20-2010	4
Sankey Tract - Mark Quigley's (186 Towns)	Pending	186
Moscarello (292 W. Ridge) 72 Towns	Pending	72
Commerical Pending or Approved Land Development Plans	Resolution	EDUs
100 W. Ridge Pike (Mazzamuto)	Recorded	13
10th Ave 3620 retail pad (CR-4)	F 10-17-2000	2
Evan's Industrial 394 W. Linfield Road, 125,000 SF	F 06/21/2005	14
Sams Club/Walmart	F 10/18/2005	34
Micro Coax - 206 Jones Blvd (on hold)	F 9/25/2008	3
1310 Main St. 6676 Pub/tavern	P 5-4-2010	9
Carr- Penn Road 5000 SF Warehouse	F 04-20-2010	1
Crouse Building 826 N. Lewis Road	F 5/24/11	4
Hampton Inn - 4,380 SF Restaurant Pad	F 7-5-11	10
Linfield Corp. Ctr Lot 59 & 60	F 10-19-2010	3
Redgo - Phase 1 (49,000 SF commercial)	F1 1/6/2014	26
Redgo - Phase 2 (AQC)	F2 1/6/2014	193
Redgo - Phase 2 (20,000 SF Commercial)	F2 1/6/2014	11
Grass Sports	F 9/18/2012	5
Sanatoga Springs Lot 2 Ph 2 & 3	F 8/16/2016	34
J&D Thomas (2576 SF Office)	P/F 2-3-2015	1
West Mont Soccer	Pending	
Sankey Tract - Mark Quigley's Senior care (156 ILU + 152 ALU)	Per conditional Use plan	169
Sankey Tract - Mark Quigley's MS Commercial (18K SF comm.+14K SF drugstore+32 Apts)	Per Ord. sketch plan	50

Schedule 5.04

Consents and Approvals - Buyer

[To be provided by Buyer]

Schedule 5.11

Litigation Involving Buyer

[To be provided by Buyer]

Schedule 7.03(a)

Employee Offers

7 Non-Union Employees		
Last Name	First Name	Job Title
Rodden	Francis	Superintendent
Erman	David	Operations & Maint 3
Palmer	David	Operations & Maint 3
Michener	James	Operations & Maint 2
Schwenk	Barry	Operations & Maint 2
Hill	Brian	Operations & Maint 2
Greenlee	Patrick	Operations & Maint 2

Schedule 7.05(a)

Rates

As of the date of this Agreement, Seller's rates are as follows:

Commencing with the billing period for the first quarter of calendar year 2016 (bill to be mailed on or about April 10, 2016), and continuing with each quarter billing period thereafter, the Township shall calculate the sewer users' rental rates predicated upon meter readings as provided by the public water company servicing certain geographical areas within the Township ("Water Company/Utility") for those users of the System receiving water from that Utility, as well as meter readings secured by the Township from those water meters as have been installed on private wells pursuant to the former Limerick Township Municipal Authority guidelines or installed pursuant to the Township guidelines, unless otherwise hereinafter specifically specified, all sewer rentals will be comprised of two components, a base charge and a usage charge which are calculated as follows:

- a) A base charge shall be assessed upon each private residential unit (an Equivalent Dwelling Unit ("EDU")) in the amount of Three Hundred Thirty-seven Dollars and Twenty Cents (\$337.20) per annum, payable Eighty-four Dollars and Thirty Cents (\$84.30) per quarter annum billing period and which base charge shall include up to one thousand (1,000) cubic feet of usage per quarter annum or seven thousand four hundred eighty-one (7,481) gallons of usage per quarter annum.
- b) In addition to the base charge, as set forth in subparagraph a) above, an additional usage charge shall be imposed calculated per quarter annum billing period by multiplying each one hundred (100) cubic feet of usage above the first one thousand (1,000) feet base usage times Four Dollars and Eighty-four Cents (\$4.84) or by multiplying each one thousand (1,000) gallons of usage above the seven thousand four hundred eighty-one (7,481) gallons of base usage times Six Dollars and Forty-six Cents (\$6.46).

Those private residential users who are not served by the Public Water Company will be billed at a flat rate of Eighty-five Dollars and Zero Cents (\$85.00) per quarter annum billing period.

Schedule 11.01(a)

Required Nongovernmental Consents and Approvals for Seller

Exelon Generation Company, LLCG (See Exelon Documents referenced on Schedule 4.15)

Schedule 12.01(a)

Required Nongovernmental Consents and Approvals for Buyer

Exelon Generation Company, LLCG (See Exelon Documents referenced on Schedule 4.15)

Exhibit A

Bill of Sale

Exhibit B

Assignment and Assumption Agreement