

FILE NC

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Aqua)
Ohio, Inc. for Approval of the Issuance and)
Sale of a Series of First Mortgage Bonds)

Case No. 13-441-WW-AIS

RECEIVED-DOCKET
2013 FEB 15 AM 10:30
PUCO

**APPLICATION FOR APPROVAL OF A
FINANCIAL ARRANGEMENT AND REQUEST FOR EXPEDITED RULING**

In accordance with R.C. 4905.40, 4905.41, and 4905.42, Aqua Ohio, Inc. ("Aqua") respectfully requests issuance of an Order authorizing Aqua to enter into certain financing arrangements involving the issuance and sale of First Mortgage Bonds in amounts and according to terms and conditions described below. In support of this Application, Aqua states:

1. Aqua is a "public utility" and a "waterworks company" as defined in R.C. 4905.02(A) and 4905.03(G). As such, Aqua is subject to the Commission's jurisdiction in accordance with R.C. 4905.04, 4905.05, and 4905.06.
2. Aqua's principal place of business is 6650 South Avenue, Boardman, Ohio 44512. Aqua provides water service to approximately 147,300 customers in accordance with certificates of public convenience and necessity issued by the Commission. Aqua furnishes water service to the public pursuant to tariffs applicable to Aqua's service divisions, including Franklin/Lawrence, Lake Erie, Ashtabula, Portage County, Marion/Tiffin, Stark, and Struthers/Masury Divisions.
3. In accordance with R.C. 4905.40(A)(1) and (2), Aqua seeks approval to issue and sell a series of First Mortgage Bonds ("the Bonds") for an aggregate principal amount of approximately \$85 million, and not to exceed \$95 million.
4. Approval of the arrangement is requested for the following reasons. In Case No. 11-5102-WS-ATR, the Commission approved Aqua's application to purchase the common stock

This is to certify that the images appearing are an
accurate and complete reproduction of a case file
document delivered in the regular course of business
Technician _____ Date Processed FEB 15 2013

of Ohio American Water Company. In Case No. 12-720-WS-ACN and related cases, the Commission approved Aqua's application to change the name of Ohio American Water Company to Aqua Ohio Water Company, Inc., along with other requested relief. Aqua initially financed the purchase using interim financing consisting of short-term debt and the assumption of Ohio American Water Company's existing long-term debt, with such financing intended to continue until such time as it was possible to permanently finance the purchase with long-term debt. The present Application represents that permanent refinancing. Of the total amount of the Bonds, approximately \$31,475,000 will enable Aqua to retire existing Ohio Water Development Authority bonds ("the OWDA Bonds") issued in 2001 and 2005; approximately \$394,000 shall pay call premiums on certain of the OWDA Bonds; approximately \$52,000,000 will enable Aqua to refinance the Ohio American Water Company purchase; and the remainder will be used both to pay issuance costs and to retire other short-term debt. The proposed financing arrangement will result in reduced interest costs to the benefit of both the Company and its customers, with the savings estimated to have net present value of \$3,746,187.

5. The issuance and sale shall be made under the terms and conditions set forth in the attached Exhibit A, which comprises a Bond Purchase Agreement, Sixteenth Supplemental Indenture, and a Summary of Terms and Conditions. Upon approval of this Application and following the closing of the transaction, Aqua will file with the Commission a written report with the terms and full particulars of the transaction or such other report as the Commission deems necessary.

6. In accordance with R.C. 4905.41(A), the following Exhibits are attached to this Application:

Exhibit A: Bond Purchase Agreement, Sixteenth Supplemental Indenture, and Summary of Terms and Conditions

- Exhibit B: Aqua's Balance Sheets as of December 31, 2011 and December 31, 2012
- Exhibit C: Aqua's Statement of Income and Reinvested Earnings for the 12 months ended December 31, 2011, and the 12 months ended December 31, 2012
- Exhibit D: Financial Forecast for the periods ending December 31, 2013, and December 31, 2014
- Exhibit E: Aqua's Statement of Capitalization as of December 31, 2012, and pro-forma capitalization as of December 31, 2012
- Exhibit F: Aqua's Statement of Cash Flow for the 12 months ended December 31, 2011, and the 12 months ended December 31, 2012
- Exhibit G: Aqua's Statement of Common Stockholder's Equity as of December 31, 2012

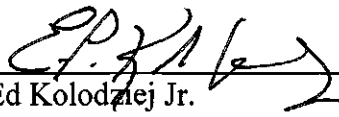
7. Aqua requests approval of this Application to meet its present and prospective service obligations in a least-cost manner. Approval of this Application will have no immediate effect on Aqua's jurisdictional revenue requirement.

8. In order to facilitate as soon as possible the purpose and benefits of the financial arrangement described in this Application, Aqua requests an expedited ruling on the Application in accordance with R.C. 4905.42, which authorizes the Commission to undertake such proceedings "as it deems proper," and also in accordance with Ohio Adm. Code 4901-1-12(C). To the best of Aqua's knowledge there are no parties to this Application who may object to the issuance of such a ruling, and the approval of this Application will not adversely affect a substantial right of any party.

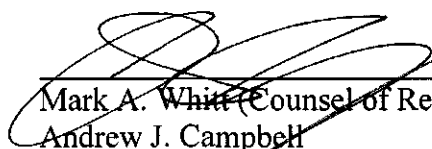
WHEREFORE, Aqua requests that the Commission approve this Application and grant such other and further relief as Aqua may be entitled.

Respectfully submitted,

AQUA OHIO, INC.



Ed Kolodziej Jr.
President and COO – Aqua Ohio, Inc.




Mark A. Whitt (Counsel of Record)
Andrew J. Campbell
Gregory L. Williams
WHITT STURTEVANT LLP
The KeyBank Building
88 East Board Street, Suite 1590
Columbus, Ohio 43215
Telephone: (614) 224-3911
Facsimile: (614) 224-3960
whitt@whitt-sturtevant.com
campbell@whitt-sturtevant.com
williams@whitt-sturtevant.com

ATTORNEYS FOR AQUA OHIO, INC.

STATE OF OHIO)
) ss.:
COUNTY OF MAHONING)

Robert Kopas personally appeared before me, a Notary Public, in and for said State, and being first duly sworn said that he is a Vice President of Aqua Ohio, Inc., and that the statements in the foregoing Application are true.


Vice President – Aqua Ohio, Inc.

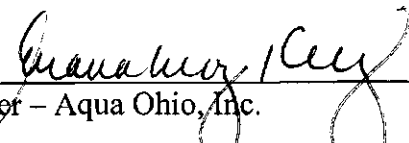
Sworn to before me and subscribed in my presence this 11th day of February, 2013.

Christine Anasey
Notary Public

CHRISTINE SNAREY, NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES MAY 11, 2014

STATE OF PENNSYLVANIA)
) ss.:
COUNTY OF MONTGOMERY)

Diana Moy Kelly personally appeared before me, a Notary Public, in and for said State,
and being first duly sworn said that she is Treasurer of Aqua Ohio, Inc., and that the statements
in the foregoing Application are true.



Treasurer – Aqua Ohio, Inc.

Sworn to before me and subscribed in my presence this 5th day of February, 2013.



Notary Public

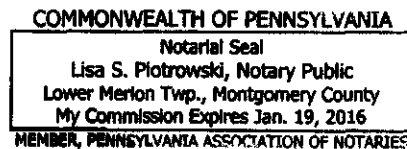


Exhibit A

Aqua Ohio, Inc.

\$[] First Mortgage Bonds, []% Series due 20[]

\$[] First Mortgage Bonds, []% Series due 20[]

\$[] First Mortgage Bonds, []% Series due 20[]

Bond Purchase Agreement

Dated as of April [], 2013

TABLE OF CONTENTS

	<u>PAGE</u>
Section 1. Authorization of Bonds.....	1
Section 2. Sale and Purchase of Bonds.....	2
Section 3. Closing.....	2
Section 4. Conditions to Closing.....	2
Section 4.1. Representations and Warranties.....	2
Section 4.2. Performance; No Default.....	2
Section 4.3. Compliance Certificates.....	3
Section 4.4. Opinions of Counsel.....	3
Section 4.5. Purchase Permitted by Applicable Law, Etc.....	3
Section 4.6. Sale of Bonds.....	4
Section 4.7. Payment of Special Counsel Fees.....	4
Section 4.8. Private Placement Number.....	4
Section 4.9. Changes in Corporate Structure.....	4
Section 4.10. Funding Instructions.....	4
Section 4.11. Proceedings and Documents.....	4
Section 4.12. Execution, Delivery and Filing of the Supplement.....	4
Section 4.13. Regulatory Approvals.....	5
Section 5. Representations and Warranties of the Company.....	5
Section 5.1. Organization; Power and Authority.....	5
Section 5.2. Authorization, Etc.....	5
Section 5.3. Disclosure.....	5
Section 5.4. Organization and Ownership of Shares of Subsidiaries.....	6
Section 5.5. Financial Statements; Material Liabilities.....	6
Section 5.6. Compliance with Laws, Other Instruments, Etc.....	6
Section 5.7. Governmental Authorizations, Etc.....	7
Section 5.8. Litigation; Observance of Statutes and Orders.....	7
Section 5.9. Taxes.....	7
Section 5.10. Title to Property; Leases.....	8
Section 5.11. Licenses, Permits, Etc.....	8
Section 5.12. Compliance with ERISA.....	8
Section 5.13. Private Offering by the Company.....	9
Section 5.14. Use of Proceeds; Margin Regulations.....	9
Section 5.15. Existing Debt.....	9
Section 5.16. Foreign Assets Control Regulations, Etc.....	10
Section 5.17. Status under Certain Statutes.....	11
Section 5.18. Environmental Matters.....	11
Section 5.19. Lien of Indenture.....	12
Section 5.20. Filings.....	12
Section 6. Representations of the Purchasers.....	12

Section 6.1. Purchase for Investment.....	12
Section 6.2. Accredited Investors	12
Section 6.3. Source of Funds	13
Section 7. Information as to Company.	14
Section 7.1. Financial and Business Information.....	14
Section 7.2. Officer's Certificate	17
Section 7.3. Visitation.....	17
Section 8. Purchase of Bonds.....	18
Section 9. Affirmative Covenants.....	18
Section 9.1. Compliance with Indenture.....	18
Section 9.2. Compliance with Law	18
Section 9.3. Insurance	18
Section 9.4. Maintenance of Properties	19
Section 9.5. Payment of Taxes.....	19
Section 9.6. Corporate Existence, Etc.....	19
Section 9.7. Books and Records	19
Section 9.8. [Other Covenants to be determined].....	19
Section 10. Negative Covenants.	19
Section 10.1. Compliance with Indenture.....	19
Section 10.2. Transactions with Affiliates.....	19
Section 10.3. Merger, Consolidation, Etc	20
Section 10.4. Line of Business.....	20
Section 10.5. Terrorism Sanctions Regulations.....	20
Section 10.6. [Other Negative Covenants to be Determined].....	20
Section 11. Payments on Bonds.....	21
Section 11.1. Home Office Payment.....	21
Section 11.2. Payments Due on Non-Business Days.....	21
Section 12. Registration; Exchange; Expenses, Etc.....	21
<i>Section 12.1. Registration of Bonds</i>	21
<i>Section 12.2. Transaction Expenses</i>	21
<i>Section 12.3. Survival</i>	22
Section 13. Survival of Representations and Warranties; Entire Agreement.	22
Section 14. Amendment and Waiver.	22
Section 14.1. Requirements	22
Section 14.2. Solicitation of Holders of Bonds.....	23
Section 14.3. Binding Effect, Etc.....	23
Section 14.4. Bonds Held by Company, Etc.....	24
Section 15. Notices.	24
Section 16. Indemnification.....	24

Section 17. Reproduction of Documents.	25
Section 18. Confidential Information.	25
Section 19. Substitution of Purchaser.	26
Section 20. Miscellaneous.	26
Section 20.1. Successors and Assigns.....	26
Section 20.2. Accounting Terms.....	27
Section 20.3. Severability	27
Section 20.4. Construction, Etc.....	27
Section 20.5. Counterparts.....	27
Section 20.6. Governing Law	27
Section 20.7. Jurisdiction and Process; Waiver of Jury Trial.	27

Schedule A	-	Information Relating to Purchasers
Schedule B	-	Defined Terms
Schedule 5.4	-	Subsidiaries of the Company and Ownership of Subsidiary Stock
Schedule 5.5	-	Financial Statements
Schedule 5.15(a)	-	Existing Debt
Schedule 5.15(b)	-	Debt Instruments
Exhibit A	-	Form of Sixteenth Supplemental Indenture
Exhibit B	-	Form of Bond
Exhibit 4.4(a)	-	Form of Opinion of Counsel for the Company
Exhibit 4.4(b)	-	Form of Opinion of Special Counsel for the Company
Exhibit 4.4 (c)	-	Form of Opinion of Special Counsel for the Purchasers
Exhibit 19	-	Form of Notice of Purchaser Substitution

AQUA OHIO, INC.
6650 South Avenue
Boardman, OH 44512

\$[] First Mortgage Bonds, []% Series due 20[]

\$[] First Mortgage Bonds, []% Series due 20[]

\$[] First Mortgage Bonds, []% Series due 20[]

April [], 2013

To Each of The Purchasers Listed in Schedule A Hereto:
Ladies and Gentlemen:

Aqua Ohio, Inc., a corporation organized under the laws of the State of Ohio (the “*Company*”), agrees with each of the purchasers whose names appear at the end hereof (each, a “*Purchaser*” and, collectively, the “*Purchasers*”) as follows:

SECTION 1. AUTHORIZATION OF BONDS.

The Company will authorize the issue and sale of (i) \$[] aggregate principal amount of its First Mortgage Bonds, Series due 20[] (the “*Series A Bonds*”), (ii) \$[] aggregate principal amount of its First Mortgage Bonds, []% Series due 20[] (the “*Series B Bonds*”), and (iii) \$[] aggregate principal amount of its First Mortgage Bonds, []% Series due 20[] (the “*Series C Bonds*” and together with the Series A Bonds and Series B Bonds, the “*Bonds*”) and such term includes any such note issued in substitution therefor). The Bonds will be issued under and secured by that certain Indenture of Mortgage dated as of July 1, 1945, from the Company (as successor by merger to the Ohio Water Service Company), as grantor, to The Bank of New York Mellon Trust Company, N.A., as successor trustee (the “*Trustee*”) (the “*Original Indenture*”), as previously amended and supplemented by fifteen supplemental indentures and as further supplemented by the Sixteenth Supplemental Indenture dated as of April [], 2013 (such Sixteenth Supplemental indenture being referred to herein as the “*Supplement*”) which will be substantially in the form attached hereto as Exhibit A, with such changes therein, if any, as shall be approved by the Purchasers and the Company. The Original Indenture, as supplemented and amended by the aforementioned fifteen supplemental indentures and the Supplement, and as further supplemented or amended according to its terms, is hereinafter referred to as the “*Indenture*”. Certain capitalized and other terms used in this Agreement are defined in Schedule B; and references to a “*Schedule*” or an “*Exhibit*” are, unless otherwise specified, to a Schedule or an Exhibit attached to this Agreement. Terms used herein but not defined herein shall have the meanings set forth in the Indenture.

SECTION 2. SALE AND PURCHASE OF BONDS.

Subject to the terms and conditions of this Agreement, the Company will issue and sell to each Purchaser and each Purchaser will purchase from the Company, at the Closing provided for in Section 3, Bonds in the principal amount and in the series specified opposite such Purchaser's name in Schedule A at the purchase price of 100% of the principal amount thereof. The Purchasers' obligations hereunder are several and not joint obligations and no Purchaser shall have any liability to any Person for the performance or non-performance of any obligation by any other Purchaser hereunder.

SECTION 3. CLOSING.

The execution and delivery of this Agreement and the sale and purchase of the Bonds to be purchased by each Purchaser shall occur at the offices of Stradley Ronon Stevens & Young, LLP, 2005 Market Street, Philadelphia, PA, at 10:00 a.m., Philadelphia time, at a closing (the "Closing") on April [], 2013 or on such other Business Day thereafter on or prior to April [], 2013 as may be agreed upon by the Company and the Purchasers. At the Closing the Company will deliver to each Purchaser the Bonds to be purchased by such Purchaser in the form of one or more Bonds in each series to be purchased by such Purchaser, as applicable, in such denominations as such Purchaser may request (with a minimum denomination of \$100,000 for each Bond), dated the date of the Closing and registered in such Purchaser's name (or in the name of its nominee), against delivery by such Purchaser to the Company or its order of immediately available funds in the amount of the purchase price therefor by wire transfer of immediately available funds for Account Number: [], Account Name: Aqua Ohio, Inc., at [PNC Bank, N.A., [Philadelphia, Pennsylvania], ABA Number []. If at the Closing the Company shall fail to tender such Bonds to any Purchaser as provided above in this Section 3, or any of the conditions specified in Section 4 shall not have been fulfilled to such Purchaser's satisfaction, such Purchaser shall, at its election, be relieved of all further obligations under this Agreement, without thereby waiving any rights such Purchaser may have by reason of such failure or such nonfulfillment.

SECTION 4. CONDITIONS TO CLOSING.

Each Purchaser's obligation to execute and deliver this Agreement and to purchase and pay for the Bonds to be sold to such Purchaser prior to or at the Closing is subject to the fulfillment to such Purchaser's satisfaction at the Closing of the following conditions:

Section 4.1. Representations and Warranties. The representations and warranties of the Company in this Agreement shall be correct when made and at the time of the Closing.

Section 4.2. Performance; No Default. The Company shall have performed and complied with all agreements and conditions contained in each Financing Agreement required to be performed or complied with by the Company prior to or at the Closing, and after giving effect to the issue and sale of the Bonds (and the application of the proceeds thereof as contemplated by Section 5.14), no Default or Event of Default shall have occurred and be continuing.

Section 4.3. Compliance Certificates. The Company shall have performed and complied with all agreements and conditions contained in the Indenture which are required to be performed or complied with by the Company for the issuance of the Bonds. In addition the Company shall have delivered the following certificates:

(a) *Officer's Certificate.* The Company shall have delivered to such Purchaser (i) an Officer's Certificate, dated the date of the Closing, certifying that the conditions specified in Section 4 of this Agreement have been fulfilled, and (ii) copies of all certificates and opinions required to be delivered to the Trustee under the Indenture in connection with the issuance of the Bonds under the Indenture, in each case, dated the date of the Closing.

(b) *Secretary's Certificate.* The Company shall have delivered to such Purchaser a certificate of its Secretary or Assistant Secretary, dated the date of the Closing, certifying as to the resolutions attached thereto and other corporate proceedings relating to the authorization, execution and delivery of this Agreement, the Bonds and the Supplement.

(c) *Certification of Indenture.* Each Purchaser shall have received a copy of the Indenture (together with all amendments and supplements thereto), certified by the Company as of the date of the Closing, exclusive of property exhibits, recording information and the like.

Section 4.4. Opinions of Counsel. Such Purchaser shall have received opinions in form and substance satisfactory to such Purchaser, dated the date of the Closing (a) from Christopher P. Luning, counsel for the Company, covering the matters set forth in Exhibit 4.4(a) and covering such other matters incident to the transactions contemplated hereby as such Purchaser or its counsel may reasonably request (and the Company hereby instructs its counsel to deliver such opinion to the Purchasers) and (b) from Harrington, Hoppe & Mitchell, Ltd., special counsel to the Company, covering the matters set forth in Exhibit 4.4(b) and covering such other matters incident to the transactions contemplated hereby as the Purchaser or the Purchaser's counsel may reasonably request (and the Company hereby instructs its counsel to deliver such opinion to the Purchasers), and (c) from Stradley Ronon Stevens & Young, LLP, the Purchasers' special counsel in connection with such transactions, substantially in the form set forth in Exhibit 4.4(c) and covering such other matters incident to such transactions as such Purchaser may reasonably request. The Company hereby directs its counsel to deliver the opinions required by this Section 4.4 and understands and agrees that each Purchaser will and hereby is authorized to rely on such opinions.

Section 4.5. Purchase Permitted by Applicable Law, Etc. On the date of the Closing such Purchaser's purchase of Bonds shall (a) be permitted by the laws and regulations of each jurisdiction to which such Purchaser is subject, without recourse to provisions (such as section 1405(a)(8) of the New York Insurance Law) permitting limited investments by insurance companies without restriction as to the character of the particular investment, (b) not violate any applicable law or regulation (including, without limitation, Regulation T, U or X of the Board of Governors of the Federal Reserve System) and (c) not subject such Purchaser to any tax, penalty

or liability under or pursuant to any applicable law or regulation, which law or regulation was not in effect on the date of the Closing. If requested by such Purchaser, such Purchaser shall have received an Officer's Certificate certifying as to such matters of fact as such Purchaser may reasonably specify to enable such Purchaser to determine whether such purchase is so permitted.

Section 4.6. Sale of Bonds. Contemporaneously with the Closing, the Company shall sell to each Purchaser and each Purchaser shall purchase the Bonds to be purchased by it at the Closing as specified in Schedule A.

Section 4.7. Payment of Special Counsel Fees. Without limiting the provisions of Section 12.2, the Company shall have paid on or before the Closing the reasonable fees, reasonable charges and reasonable disbursements of the Purchasers' special counsel referred to in Section 4.4(c) to the extent reflected in a statement of such counsel rendered to the Company at least one Business Day prior to the Closing.

Section 4.8. Private Placement Number. A private placement number issued by Standard & Poor's CUSIP Service Bureau (in cooperation with the SVO) shall have been obtained for each series of Bonds.

Section 4.9. Changes in Corporate Structure. The Company shall not have changed its jurisdiction of incorporation or organization, as applicable, or been a party to any merger or consolidation or succeeded to all or any substantial part of the liabilities of any other entity, at any time following the date of the most recent financial statements referred to in Schedule 5.5.

Section 4.10. Funding Instructions. At least three Business Days prior to the date of the Closing, each Purchaser shall have received written instructions signed by a Responsible Officer on letterhead of the Company confirming the information specified in Section 3 including (a) the name and address of the transferee bank, (b) such transferee bank's ABA number and (c) the account name and number into which the Purchasers are to deposit the purchase price for the Bonds.

Section 4.11. Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated by this Agreement and all documents and instruments incident to such transactions shall be reasonably satisfactory to such Purchaser and its special counsel, and such Purchaser and its special counsel shall have received all such counterpart originals or certified or other copies of such documents as such Purchaser or such special counsel may reasonably request.

Section 4.12. Execution, Delivery and Filing of the Supplement. The Supplement shall have been duly executed and delivered by the Company, and the Company shall have filed, or delivered for recordation, the Supplement in all locations in Ohio (and financing statements in respect thereof shall have been filed, if necessary) in such manner and in such places as is required by law (and no other instruments are required to be filed) to establish, preserve, perfect and protect the direct security interest and mortgage Lien of the Trust Estate created by the Indenture on all mortgaged and pledged property of the Company referred to in the Indenture as

subject to the direct mortgage Lien thereof and the Company shall have delivered satisfactory evidence of such filings.

Section 4.13. Regulatory Approvals. The issue and sale of the Bonds shall have been duly authorized by an order of The Public Utilities Commission of Ohio and such order shall be in full force and effect on the Closing Date and all appeal periods, if any, applicable to such order shall have expired. The Company shall deliver satisfactory evidence that orders have been obtained approving the issuance of the Bonds from The Public Utilities Commission of Ohio or that The Public Utilities Commission of Ohio shall have waived jurisdiction thereof and such approval or waiver shall not be contested or subject to review, or that The Public Utilities Commission of Ohio does not have jurisdiction.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to each Purchaser that:

Section 5.1. Organization; Power and Authority. The Company is a corporation duly organized, validly existing and subsisting under the laws of the State of Ohio, and is duly qualified as a foreign corporation and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has the corporate power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact the business it transacts and proposes to transact, to execute and deliver this Agreement, the Bonds and the Supplement (and had the corporate power and authority to execute and deliver the Indenture at the time of execution and delivery thereof) and to perform the provisions of the Financing Agreements.

Section 5.2. Authorization, Etc. Each Financing Agreement has been duly authorized by all necessary corporate action on the part of the Company, and each Financing Agreement (other than the Supplement and the Bonds) constitutes, and when the Supplement is executed and delivered by the Company and the Trustee and when the Bonds are executed, issued and delivered by the Company, authenticated by the Trustee and paid for by the Purchasers, the Supplement and each Bond will constitute, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its respective terms, except as such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.3. Disclosure. This Agreement and the documents, certificates or other writings delivered to the Purchasers by or on behalf of the Company in connection with the transactions contemplated hereby, including the private placement memorandum (including the documents incorporated therein by reference) dated April [], 2013, and the financial statements listed in Schedule 5.5 (collectively, the "*Disclosure Documents*"), taken as a whole, do not contain any untrue statement of a material fact or omit to state any material fact necessary to

make the statements therein not misleading in light of the circumstances under which they were made. Since [], 201[], there has been no change in the financial condition, operations, business or properties of the Company or any of its Subsidiaries except changes that individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect. There is no fact known to management of the Company that, in the reasonable judgment of management of the Company, could be expected to have a Material Adverse Effect that has not been set forth herein or in the other documents, certificates and other writings delivered to the Purchaser by the Company specifically for use in connection with the transactions contemplated hereby.

Section 5.4. Organization and Ownership of Shares of Subsidiaries.

(a) Schedule 5.4 contains a complete and correct list of the Company's Subsidiaries, showing, as to each Subsidiary, the correct name thereof, the jurisdiction of its organization, and the percentage of shares of each class of its capital stock or similar equity interests outstanding owned by the Company and each other Subsidiary.

(b) All of the outstanding shares of capital stock or similar equity interests of each Subsidiary shown in Schedule 5.4 as being owned by the Company and its Subsidiaries have been validly issued, are fully paid and nonassessable and are owned by the Company or another Subsidiary free and clear of any Lien.

(c) Each Subsidiary identified in Schedule 5.4 is duly incorporated and is validly subsisting as a corporation under the laws of the State of Ohio, and is duly qualified as a foreign corporation or other legal entity and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each such Subsidiary has the corporate or other power and authority to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts and proposes to transact.

Section 5.5. Financial Statements; Material Liabilities. The Company has delivered to each Purchaser copies of the financial statements of the Company and its Subsidiaries listed on Schedule 5.5. All of said financial statements (including in each case the related schedules and notes) fairly present in all material respects the consolidated financial position of the Company and its Subsidiaries as of the respective dates specified in such financial statements and the consolidated results of their operations and cash flows for the respective periods so specified and have been prepared in accordance with GAAP consistently applied throughout the periods involved except as set forth in the notes thereto (subject, in the case of any interim financial statements, to normal year-end adjustments). The Company does not have any Material liabilities that are not disclosed on such financial statements or otherwise disclosed in the Disclosure Documents.

Section 5.6. Compliance with Laws, Other Instruments, Etc. The execution, delivery and performance by the Company of each Financing Agreement (including the prior execution and delivery of the Indenture), will not (a) contravene, result in any breach of, or constitute a

default under, or result in the creation of any Lien, other than the Lien created under the Indenture, in respect of any property of the Company or any Subsidiary under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, corporate charter or by-laws, or any other Material agreement or instrument to which the Company or any Subsidiary is bound or by which the Company or any Subsidiary or any of their respective properties may be bound or affected, (b) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority applicable to the Company or any Subsidiary or (c) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the Company or any Subsidiary, except for any such default, breach, contravention or violation which would not reasonably be expected to have a Material Adverse Effect.

Section 5.7. Governmental Authorizations, Etc. No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the Company of this Agreement, the Bonds and the Supplement, other than approval of The Public Utilities Commission of Ohio, which has been obtained and is in full force and effect and final and is non-appealable.

Section 5.8. Litigation; Observance of Statutes and Orders.

(a) There are no actions, suits, investigations or proceedings pending or, to the knowledge of the Company, threatened against or affecting the Company or any Subsidiary or any property of the Company or any Subsidiary in any court or before any arbitrator of any kind or before or by any Governmental Authority that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary is (i) in default under any term of any agreement or instrument to which it is a party or by which it is bound, (ii) in violation of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority naming or referring to the Company or any Subsidiary or (iii) in violation of any applicable law, or, to the knowledge of the Company, any ordinance, rule or regulation of any Governmental Authority (including, without limitation, Environmental Laws, the USA Patriot Act or any of the other laws and regulations that are referred to in Section 5.16), which default or violation, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 5.9. Taxes. The Company and its Subsidiaries have filed all income tax returns that are required to have been filed in any jurisdiction, and have paid all taxes shown to be due and payable on such returns and all other taxes and assessments payable by them, to the extent such taxes and assessments have become due and payable and before they have become delinquent, except for any taxes and assessments (i) the amount of which is not individually or in the aggregate Material or (ii) the amount, applicability or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which the Company or a Subsidiary, as the case may be, has established adequate reserves in accordance with GAAP. The charges, accruals, and reserves on the books of the Company and its Subsidiaries in respect of federal, state or other taxes for all fiscal periods are adequate. The federal income tax

liabilities of the Company and its Subsidiaries have been finally determined (whether by reason of completed audits or the statute of limitations having run) for all fiscal years up to and including the fiscal year ended [December 31, 2008] and all amount owing in respect of such audit have been paid.

Section 5.10. Title to Property; Leases. The Company and its Subsidiaries have good and sufficient title to their respective Material properties, including all such properties reflected in the most recent audited balance sheet referred to in Section 5.5 or purported to have been acquired by the Company or any Subsidiary after said date (except as sold or otherwise disposed of in the ordinary course of business), in each case free and clear of Liens prohibited by this Agreement or the indenture, except for those defects in title and Liens that, individually or in the aggregate, would not have a Material Adverse Effect. All Material leases are valid and subsisting and are in full force and effect in all material respects.

Section 5.11. Licenses, Permits, Etc. The Company and its Subsidiaries own or possess all licenses, permits, franchises, certificates of conveyance and necessity, authorizations, patents, copyrights, proprietary software, service marks, trademarks and trade names, or rights thereto, that are Material, without known conflict with the rights of others, except for those conflicts that, individually or in the aggregate, would not have a Material Adverse Effect.

Section 5.12. Compliance with ERISA.

(a) The Company and each ERISA Affiliate have operated and administered each Plan in compliance with all applicable laws except for such instances of noncompliance as have not resulted in and could not reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any ERISA Affiliate has incurred any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans (as defined in section 3 of ERISA), and no event, transaction or condition has occurred or exists that would reasonably be expected to result in the incurrence of any such liability by the Company or any ERISA Affiliate, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate, in either case pursuant to Title I or IV of ERISA or to such penalty or excise tax provisions or to section 401(a)(29) or 412 of the Code or section 4068 of ERISA, other than such liabilities or Liens as would not be individually or in the aggregate Material.

(b) The present value of the aggregate benefit liabilities under each of the Plans (other than Multiemployer Plans), determined as of [January 1, 2012] based on such Plan's actuarial assumptions as of that date for funding purposes as documented in such Plan's actuarial valuation reports dated [October 2012] and [November 2012], did not exceed the aggregate current value of the assets of such Plan allocable to such benefit liabilities by more than \$5,000,000 in the case of any single Plan and by more than \$5,000,000 in the aggregate for all Plans. The term "*benefit liabilities*" has the meaning specified in section 4001 of ERISA and the terms "*current value*" and "*present value*" have the meaning specified in section 3 of ERISA.

(c) The Company and its ERISA Affiliates have not incurred withdrawal liabilities (and are not subject to contingent withdrawal liabilities) under section 4201 or 4204 of ERISA in respect of Multiemployer Plans that individually or in the aggregate are Material.

(d) The expected postretirement benefit obligation (determined as of the last day of the Company's most recently ended fiscal year in accordance with Financial Accounting Standards Board Statement No. 106, without regard to liabilities attributable to continuation coverage mandated by section 4980B of the Code) of the Company and its Subsidiaries is not Material.

(e) The execution and delivery of this Agreement and the issuance and sale of the Bonds hereunder will not involve any transaction that is subject to the prohibitions of section 406 of ERISA or in connection with which a tax could be imposed pursuant to section 4975(c)(1)(A)-(D) of the Code. The representation by the Company to each Purchaser in the first sentence of this Section 5.12(e) is made in reliance upon and subject to the accuracy of such Purchaser's representation in Section 6.3 as to the sources of the funds used to pay the purchase price of the Bonds to be purchased by such Purchaser.

Section 5.13. Private Offering by the Company. Neither the Company nor anyone acting on the Company's behalf has offered the Bonds or any similar securities for sale to, or solicited any offer to buy any of the same from, or otherwise approached or negotiated in respect thereof with, any Person other than the Purchasers and not more than [[] ()] other Institutional Investors, each of which has been offered the Bonds in connection with a private sale for investment. Neither the Company nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Bonds to the registration requirements of section 5 of the Securities Act.

Section 5.14. Use of Proceeds; Margin Regulations. The Company will apply the proceeds of the sale of the Bonds to repay existing indebtedness, the cost of issuance of the Bonds, and for general corporate purposes and in compliance with all laws referenced in Section 5.16. No part of the proceeds from the sale of the Bonds hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any securities under such circumstances as to involve the Company in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220). Margin stock does not constitute more than 2% of the value of the consolidated assets of the Company and its Subsidiaries and the Company does not have any present intention that margin stock will constitute more than 2% of the value of such assets. As used in this Section, the terms "margin stock" and "purpose of buying or carrying" shall have the meanings assigned to them in said Regulation U.

Section 5.15. Existing Debt.

(a) Except as described therein, Schedule 5.15(a) sets forth a complete and correct list of all outstanding Debt of the Company and its Subsidiaries as of [], 2013, since which date except as described therein there has been no Material change in the amounts, interest rates, sinking funds, installment payments or maturities of the Debt of the Company or its Subsidiaries. Neither the Company nor any Subsidiary is in default and no waiver of default is currently in effect, in the payment of any principal or interest on any Debt of the Company or any Subsidiary and no event or condition exists with respect to any Debt of the Company or any Subsidiary, the outstanding principal amount of which exceeds \$[5,000,000] that would permit (or that with notice or the lapse of time, or both, would permit) one or more Persons to cause such Debt to become due and payable before its stated maturity or before its regularly scheduled dates of payment.

(b) Without limiting the representation in Section 5.6, the Company is not a party to, or otherwise subject to any provision contained in, any instrument evidencing Debt of the Company or any Subsidiary, any agreement relating thereto or any other agreement (including, but not limited to, its charter or other organizational document) which limits the amount of, or otherwise imposes restrictions on the incurring of, Debt evidenced by the Bonds, except as specifically indicated in Schedule 5.15(b).

Section 5.16. Foreign Assets Control Regulations, Etc.

(a) Neither the Company nor any Controlled Entity is (i) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control, U.S. Department of Treasury (“OFAC”) or a Person that is otherwise subject to an OFAC Sanctions Program (an “OFAC Listed Person”) or (ii) a department, agency or instrumentality of, or is otherwise controlled by or acting on behalf of, directly or indirectly, (x) any OFAC Listed Person or (y) any Person, entity, organization, foreign country or regime that is subject to any OFAC Sanctions Program (each OFAC Listed Person and each other Person, entity, organization and government of a country described in clause (ii), a “Blocked Person”).

(b) No part of the proceeds from the sale of the Bonds hereunder constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used, directly by the Company or indirectly through any Controlled Entity, in connection with any investment in, or any transactions or dealings with, any Blocked Person or for investment in the Iranian energy sector (as defined in section 201 (1) of CISADA).

(c) To the Company’s knowledge after making due inquiry, neither the Company nor any Controlled Entity (i) is under investigation by any Governmental Authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes under any applicable law (collectively, “Anti-Money Laundering Laws”), (ii) has been assessed civil penalties under any Anti-Money Laundering Laws or (iii) has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws. The Company has taken reasonable measures appropriate to the circumstances (in any event as required by applicable law) to ensure that the Company and each Controlled Entity is and will

continue to be in compliance with all applicable current and future Anti-Money Laundering Laws.

(d) No part of the proceeds from the sale of the Bonds hereunder will be used, directly or indirectly, for any improper payments to any governmental official or employee, political party, official of a political party, candidate for political office, official of any public international organization or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage. The Company has taken reasonable measures appropriate to the circumstances (in any event as required by applicable law) to ensure that the Company and each Controlled Entity is and will continue to be in compliance with all applicable current and future anti-corruption laws and regulations.

Section 5.17. Status under Certain Statutes. Neither the Company nor any Subsidiary is subject to regulation under the Investment Company Act of 1940, as amended, the Public Utility Holding Company Act of 2005, as amended, the ICC Termination Act of 1995, as amended, or subject to rate regulation under the Federal Power Act, as amended.

Section 5.18. Environmental Matters.

(a) Neither the Company nor any Subsidiary has knowledge of any claim or has received any notice of any claim, and no proceeding has been instituted of which it has received notice, raising any claim against the Company or any of its Subsidiaries or any of their respective real properties now or formerly owned, leased or operated by any of them, or other assets, alleging damage to the environment or any violation of any Environmental Laws, except, in each case, such as could not reasonably be expected to result in a Material Adverse Effect.

(b) Except as otherwise disclosed to the Purchasers in writing:

(i) neither the Company nor any Subsidiary has knowledge of any facts which would give rise to any claim, public or private, for violation of Environmental Laws or damage to the environment emanating from, occurring on or in any way related to real properties or to other assets now or formerly owned, leased or operated by any of them or their use, except, in each case, such as could not reasonably be expected to result in a Material Adverse Effect;

(ii) neither the Company nor any of its Subsidiaries has stored any Hazardous Materials on real properties now or formerly owned, leased or operated by any of them or has disposed of any Hazardous Materials in each case in a manner contrary to any Environmental Laws and in any manner that could reasonably be expected to result in a Material Adverse Effect; and

(iii) all buildings on all real properties now owned, leased or operated by the Company or any of its Subsidiaries are in compliance with applicable

Environmental Laws, except where failure to comply could not reasonably be expected to result in a Material Adverse Effect.

Section 5.19. Lien of Indenture. The Indenture (and for avoidance of doubt including the Supplement) constitutes a direct and valid Lien upon the Trust Estate, subject only to the exceptions found in the Indenture and defined therein as “permissible encumbrances”, and will create a similar Lien upon all properties and assets acquired by the Company after the date hereof which are required to be subjected to the Lien of the Indenture, when acquired by the Company, subject only to the permissible encumbrances in the Indenture, and subject, further, as to real property interests, to the recordation of a supplement to the Indenture describing such after-acquired property; the descriptions of all such properties and assets contained in the granting clauses of the Indenture are correct and adequate for the purposes of the Indenture; the Indenture has been duly recorded as a mortgage and deed of trust of real estate, and any required filings with respect to personal property and fixtures subject to the Lien of the Indenture have been duly made in each place in which such recording or filing is required to protect, preserve and perfect the Lien of the Indenture; and all taxes and recording and filing fees required to be paid with respect to the execution, recording or filing of the Indenture, the filing of financing statements related thereto and similar documents and the issuance of the Bonds have been paid.

Section 5.20. Filings. No action, including any filings, registration or notice, is necessary or advisable in Ohio or any other jurisdictions to ensure the legality, validity and enforceability of the Financing Agreements, except such action as has been previously taken, which action remains in full force and effect. No action, including any filing, registration or notice, is necessary or advisable in Ohio or any other jurisdiction to establish or protect for the benefit of the Trustee and the holders of Bonds, the security interest and Liens purported to be created under the Indenture and the priority and perfection thereof and the other Financing Agreements, except such action as has been previously taken, which action remains in full force and effect.

SECTION 6. REPRESENTATIONS OF THE PURCHASERS.

Section 6.1. Purchase for Investment. Each Purchaser severally represents that it is purchasing the Bonds for its own account or for one or more separate accounts maintained by such Purchaser or for the account of one or more pension or trust funds and not with a view to the distribution thereof, provided that the disposition of such Purchaser’s or their property shall at all times be within such Purchaser’s or their control. Each Purchaser understands that the Bonds have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by law, and that the Company is not required to register the Bonds.

Section 6.2. Accredited Investors. Each Purchaser represents that it is an “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act acting for its own account (and not for the account of others) or as fiduciary or agent for others (which others are also (“accredited investors”)).

Section 6.3. Source of Funds. Each Purchaser severally represents that at least one of the following statements is an accurate representation as to each source of funds (a “*Source*”) to be used by such Purchaser to pay the purchase price of the Bonds to be purchased by such Purchaser hereunder:

(a) the Source is an “insurance company general account” (as the term is defined in the United States Department of Labor’s Prohibited Transaction Exemption (“*PTE*”) 95-60) in respect of which the reserves and liabilities (as defined by the annual statement for life insurance companies approved by the National Association of Insurance Commissioners (the “*NAIC Annual Statement*”)) for the general account contract(s) held by or on behalf of any employee benefit plan together with the amount of the reserves and liabilities for the general account contract(s) held by or on behalf of any other employee benefit plans maintained by the same employer (or affiliate thereof as defined in PTE 95-60) or by the same employee organization in the general account do not exceed 10% of the total reserves and liabilities of the general account (exclusive of separate account liabilities) plus surplus as set forth in the NAIC Annual Statement filed with such Purchaser’s state of domicile; or

(b) the Source is a separate account that is maintained solely in connection with such Purchaser’s fixed contractual obligations under which the amounts payable, or credited, to any employee benefit plan (or its related trust) that has any interest in such separate account (or to any participant or beneficiary of such plan (including any annuitant)) are not affected in any manner by the investment performance of the separate account; or

(c) the Source is either (i) an “insurance company pooled separate account,” (within the meaning of PTE 90-1) or (ii) a “bank collective investment fund” (within the meaning of the PTE 91-38) and, except as disclosed by such Purchaser to the Company in writing pursuant to this clause (c), no employee benefit plan or group of plans maintained by the same employer or employee organization beneficially owns more than 10% of all assets allocated to such pooled separate account or collective investment fund; or

(d) the Source constitutes assets of an “investment fund” (within the meaning of Part VI(b) of PTE 84-14 (the “*QPAM Exemption*”)) managed by a “qualified professional asset manager” or “QPAM” (within the meaning of Part VI(a) of the QPAM Exemption); no employee benefit plan’s assets that are included in such investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an “affiliate” (within the meaning of section VI(c)(1) of the QPAM Exemption) of such employer or by the same employee organization and managed by such QPAM, exceed 20% of the total client assets managed by such QPAM; the conditions of Part I(c) and (g) of the QPAM Exemption are satisfied; neither the QPAM nor a person controlling or controlled by the QPAM (applying the definition of “control” in section VI(e) of the QPAM Exemption) owns a 10% or more interest in the Company; and (i) the identity of such QPAM and (ii) the names of all employee benefit plans whose assets are included in such investment fund have been disclosed to the Company in writing pursuant to this clause (d); or

(e) the Source constitutes assets of a “plan(s)” (within the meaning of section IV(h) of PTE 96-23 (the “*INHAM Exemption*”)) managed by an “in-house asset manager” or “INHAM” (within the meaning of Part IV(a) of the INHAM Exemption); the conditions of Part I(a), (g) and (h) of the INHAM Exemption are satisfied; neither the INHAM nor a person controlling or controlled by the INHAM (applying the definition of “control” in section IV(d) of the INHAM Exemption) owns a 10% or more interest in the Company and (i) the identity of such INHAM and (ii) the name(s) of the employee benefit plan(s) whose assets constitute the Source have been disclosed to the Company in writing pursuant to this clause (e); or

(f) the Source is a governmental plan; or

(g) the Source is one or more employee benefit plans, or a separate account or trust fund comprised of one or more employee benefit plans, each of which has been identified to the Company in writing pursuant to this clause (g); or

(h) the Source does not include “plan assets” of any employee benefit plan, other than a plan exempt from the coverage of Title I of ERISA.

As used in this Section 6.3, the terms “*employee benefit plan*,” “*governmental plan*,” and “*separate account*” shall have the respective meanings assigned to such terms in section 3 of ERISA.

SECTION 7. INFORMATION AS TO COMPANY.

Section 7.1. Financial and Business Information. The Company shall deliver to each holder of Bonds that is an Institutional Investor:

(a) *Quarterly Statements* — within 60 days after the end of each quarterly fiscal period in each fiscal year of the Company (other than the last quarterly fiscal period of each such fiscal year), duplicate copies of:

(i) a consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter, and

(ii) consolidated statements of income, changes in shareholders’ equity and cash flows of the Company and its Subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, and certified by a Senior Financial Officer as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from year-end adjustments, provided that the delivery within the time

period specified above of the Company's said financial statements, prepared in accordance with the requirements therefor and filed with the Municipal Securities Rulemaking Board on the Electronic Municipal Market Access ("*EMMA*") database shall be deemed to satisfy the requirements of this Section 7.1(a);

(b) *Annual Statements* — within 120 days after the end of each fiscal year of the Company, duplicate copies of:

(i) a consolidated balance sheet of the Company and its Subsidiaries, as at the end of such year, and

(ii) consolidated statements of income, changes in shareholders' equity and cash flows of the Company and its Subsidiaries for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP, and accompanied by an opinion thereon of independent public accountants of recognized national standing, which opinion shall state that such financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with GAAP, and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances, provided that the delivery within the time period specified above of the Company's said financial statements, prepared in accordance with the requirements therefor and filed with the Municipal Securities Rulemaking Board on the EMMA database shall be deemed to satisfy the requirements of this Section 7.1(b);

(c) *SEC and Other Reports* — promptly upon their becoming available, one copy of (i) each financial statement, report, notice or proxy statement sent by the Company or any Subsidiary to its public securities holders generally, (ii) each regular or periodic report, each registration statement that shall have become effective (without exhibits except as expressly requested by such holder), and each final prospectus and all amendments thereto filed by the Company or any Subsidiary with the SEC, and (iii) any other report submitted to the Company by an independent accountant, *provided* that the delivery within the time period specified above of the Company's said financial statements, prepared in accordance with the requirements therefor and filed with the Municipal Securities Rulemaking Board on the EMMA database shall be deemed to satisfy the requirements of this Section 7.1(c);

(d) *Notice of Default or Event of Default* — promptly, and in any event within five days after a Responsible Officer becomes aware of the existence of any Default or Event of Default, a written notice specifying the nature and period of existence thereof and what action the Company is taking or proposes to take with respect thereto;

(e) *ERISA Matters* — promptly, and in any event within five days after a Responsible Officer becomes aware of any of the following, a written notice setting forth the nature thereof and the action, if any, that the Company or an ERISA Affiliate proposes to take with respect thereto:

(i) with respect to any Plan (other than any Multiemployer Plan) that is subject to Title IV of ERISA, any reportable event, as defined in section 4043(c) of ERISA and the regulations thereunder, for which notice thereof has not been waived pursuant to such regulations as in effect on the date hereof and on the date of the Closing; or

(ii) the taking by the PBGC of steps to institute, or the threatening by the PBGC of the institution of, proceedings under section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any such Plan, or the receipt by the Company or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been taken by the PBGC with respect to such Multiemployer Plan; or

(iii) any event, transaction or condition that could result in the incurrence of any liability by the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or such penalty or excise tax provisions, if such liability or Lien, taken together with any other such liabilities or Liens then existing, would reasonably be expected to have a Material Adverse Effect;

(f) *Notices from Governmental Authority* — promptly, and in any event within 30 days of receipt thereof, copies of any notice to the Company or any Subsidiary from any federal or state Governmental Authority relating to any order, ruling, statute or other law or regulation that could reasonably be expected to have a Material Adverse Effect; and

(g) *Requested Information* — with reasonable promptness, following the receipt by the Company of a written request by such holder of Bonds, the names and contact information of holders of the outstanding Bonds issued under the Indenture (i.e. the Bonds in which the Company or a trustee is required to keep in a register and that are not publicly traded) of which the Company has knowledge and the principal amount of the outstanding Bonds issued under the Indenture owed to each holder (unless disclosure of such names, contact information or holdings is prohibited by law), and such data and information relating to the business, operations, affairs, financial condition, assets or properties of the Company or any of its Subsidiaries or relating to the ability of the Company to perform its obligations under any Financing Agreement as from time to time may be reasonably requested by such holder of Bonds, *provided however*, the Company will not be required to provide management letters or accounting certificates to the Purchasers.

Section 7.2. Officer's Certificate. Each set of financial statements delivered to a holder of Bonds pursuant to Section 7.1(a) or Section 7.1(b) shall be accompanied by a certificate of a Senior Financial Officer (which, in the case of financial statements filed with the Municipal Securities Rulemaking Board on the EMMA database, shall be by separate concurrent delivery of such certificate to each holder of Bonds) setting forth:

(a) *Covenant Compliance* – the information (including detailed calculations) required in order to establish whether the Company was in compliance with the requirements of Section 7 hereof, inclusive, during the quarterly or annual period covered by the statements then being furnished (including with respect to each such Section, where applicable, the calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Sections, and the calculation amount, ratio or percentage then in existence); and

(b) *Event of Default* - a statement that such Senior Financial Officer has reviewed the relevant terms hereof and of the Indenture and has made, or caused to be made, under his or her supervision, a review of the transactions and conditions of the Company and its Subsidiaries from the beginning of the quarterly or annual period covered by the statements then being furnished to the date of the certificate and that such review shall not have disclosed the existence during such period of any condition or event that constitutes a Default or an Event of Default or, if any such condition or event existed or exists (including, without limitation, any such event or condition resulting from the failure of the Company or any Subsidiary to comply with any Environmental Law), specifying the nature and period of existence thereof and what action the Company shall have taken or proposes to take with respect thereto.

Section 7.3. Visitation. The Company shall permit the representatives of each holder of Bonds that is an Institutional Investor:

(a) *No Default* — if no Default or Event of Default then exists, at the expense of such holder and upon reasonable prior notice to the Company, to visit the principal executive office of the Company, to discuss the affairs, finances and accounts of the Company and its Subsidiaries with the Company's officers, and, with the consent of the Company (which consent will not be unreasonably withheld), to visit the other offices and properties of the Company and each Subsidiary, all at such reasonable times during normal business hours and as often as may be reasonably requested in writing; and

(b) *Default* — if a Default or Event of Default then exists, at the expense of the Company to visit and inspect any of the offices or properties of the Company or any Subsidiary, to examine all their respective books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss their respective affairs, finances and accounts with their respective officers and independent public accountants (and by this provision the Company authorizes said accountants to discuss the affairs,

finances and accounts of the Company and its Subsidiaries), all at such reasonable times and as often as may be requested.

SECTION 8. PURCHASE OF BONDS.

The Company will not and will not permit any Affiliate to purchase, redeem, prepay or otherwise acquire, directly or indirectly, any of the outstanding Bonds except (a) upon the payment or prepayment of the Bonds in accordance with the terms of this Agreement and the Bonds or (b) pursuant to a written offer to purchase any outstanding Bonds made by the Company or an Affiliate pro rata to the holders of the Bonds upon the same terms and conditions. Any such offer shall provide each holder with sufficient information to enable it to make an informed decision with respect to such offer, and shall remain open for at least 15 Business Days. If the holders of more than 10% of the principal amount of the Bonds then outstanding accept such offer, the Company shall promptly notify the remaining holders of such fact and the expiration date for the acceptance by holders of Bonds of such offer shall be extended by the number of days necessary to give each such remaining holder at least 10 Business Days from its receipt of such notice to accept such offer. The Company will promptly cancel all Bonds acquired by it or any Affiliate pursuant to any payment, prepayment or purchase of Bonds pursuant to any provision of this Agreement and no Bonds may be issued in substitution or exchange for any such Bonds.

SECTION 9. AFFIRMATIVE COVENANTS.

The Company covenants that so long as any of the Bonds are outstanding:

Section 9.1. Compliance with Indenture. The Company will comply with all affirmative covenants found in the Indenture.

Section 9.2. Compliance with Law. Without limiting Section 10.5, the Company will, and will cause each of its Subsidiaries to, comply with all laws, ordinances or governmental rules or regulations to which each of them is subject, including, without limitation, ERISA, Environmental Laws, the USA Patriot Act and the other laws and regulations that are referred to in Section 5.16, and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of their respective properties or to the conduct of their respective businesses, in each case to the extent necessary to ensure that non-compliance with such laws, ordinances or governmental rules or regulations or failures to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 9.3. Insurance. The Company will cause each of its Subsidiaries to maintain, with financially sound and reputable insurers, insurance with respect to their respective properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated.

Section 9.4. Maintenance of Properties. The Company will cause each of its Subsidiaries to maintain and keep, or cause to be maintained and kept, their respective properties in good repair, working order and condition (other than ordinary wear and tear), so that the business carried on in connection therewith may be properly conducted at all times, provided that this Section shall not prevent any Subsidiary from discontinuing the operation and the maintenance of any of its properties if such discontinuance is desirable in the conduct of its business and the Company and such Subsidiary has concluded that such discontinuance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 9.5. Payment of Taxes. The Company will cause each of its Subsidiaries to file all income tax or similar tax returns required to be filed in any jurisdiction and to pay and discharge all taxes shown to be due and payable on such returns and all other taxes, assessments, governmental charges, or levies payable by any of them, to the extent the same have become due and payable and before they have become delinquent, provided that any Subsidiary does not need to pay any such tax, assessment, charge or levy if (a) the amount, applicability or validity thereof is contested by the Company or such Subsidiary on a timely basis in good faith and in appropriate proceedings, and the Subsidiary has established adequate reserves therefor in accordance with GAAP on the books of such Subsidiary or (b) the nonpayment of all such taxes, assessments, charges and levies in the aggregate would not reasonably be expected to have a Material Adverse Effect.

Section 9.6. Corporate Existence, Etc. Subject to Section 10.3, the Company will at all times preserve and keep in full force and effect the corporate existence of each of its Subsidiaries (unless merged into the Company or a wholly-owned Subsidiary) and all rights and franchises of its Subsidiaries unless, in the good faith judgment of the Company or such Subsidiary, the termination of or failure to preserve and keep in full force and effect such corporate existence, right or franchise would not, individually or in the aggregate, have a Material Adverse Effect.

Section 9.7. Books and Records. The Company will, and will cause each of its Subsidiaries to, maintain proper books of record and account in conformity with GAAP and all applicable requirements of any Governmental Authority having legal or regulatory jurisdiction over the Company or such Subsidiary.

Section 9.8. [Other Covenants to be determined].

SECTION 10. NEGATIVE COVENANTS.

The Company covenants that so long as any of the Bonds are outstanding:

Section 10.1. Compliance with Indenture. The Company will comply with all negative covenants found in the Indenture.

Section 10.2. Transactions with Affiliates. The Company will not and will not permit any Subsidiary to enter into directly or indirectly any Material transaction or Material group of related transactions (including without limitation the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any Affiliate (other than the

Company or another Subsidiary), except pursuant to the reasonable requirements of the Company's or such Subsidiary's business.

Section 10.3. Merger, Consolidation, Etc. The Company will not consolidate with or merge with any other Person or convey, transfer or lease all or substantially all of its assets in a single transaction or series of transactions to any Person unless:

(a) the successor formed by such consolidation or the survivor of such merger or the Person that acquires by conveyance, transfer or lease all or substantially all of the assets of the Company as an entirety, as the case may be, shall be a solvent corporation or limited liability company organized and existing under the laws of the United States or any State thereof (including the District of Columbia), and, if the Company is not such corporation or limited liability company, such corporation or limited liability company shall have executed and delivered to each holder of any Bonds its assumption of the due and punctual performance and observance of each covenant and condition of the Financing Agreements (pursuant to such agreements and instruments as shall be reasonably satisfactory to the Required Holders), and the Company shall have caused to be delivered to each holder of Bonds an opinion of nationally recognized independent counsel, to the effect that all agreements or instruments effecting such assumption are enforceable in accordance with their terms and comply with the terms hereof; and

(b) immediately before and immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

No such conveyance, transfer or lease of substantially all of the assets of the Company shall have the effect of releasing the Company or any successor corporation or limited liability company that shall theretofore have become such in the manner prescribed in this Section 10.3 from its liability under the Financing Agreements.

Section 10.4. Line of Business. The Company will not engage in any business if, as a result, the general nature of the business in which the Company and its Subsidiaries, taken as a whole, would then be engaged would be substantially changed from the general nature of the business in which the Company and its Subsidiaries, taken as whole, is engaged on the date of this Agreement.

Section 10.5. Terrorism Sanctions Regulations. The Company will not and will not permit any Controlled Entity to (a) become a Blocked Person or (b) have any investments in or engage in any dealings or transactions with any Blocked Person except in accordance with applicable law and in a manner where such investments, transactions or dealings would not cause the purchase, holding or receipt of any payment or exercise of any rights in respect of any Bond by the holder thereof to be in violation of any laws or regulations administered by OFAC.

Section 10.6. [Other Negative Covenants to be Determined].

SECTION 11. PAYMENTS ON BONDS.

Section 11.1. Home Office Payment. So long as any Purchaser or its nominee shall be the holder of any Bond, and notwithstanding anything contained in the Indenture or in such Bond to the contrary, the Company will pay all sums becoming due on such Bond for principal, Make-Whole Amount or premium, if any, and interest by the method and at the address specified for such purpose below such Purchaser's name in Schedule A, or by such other method or at such other address as such Purchaser shall have from time to time specified to the Company and the Trustee in writing for such purpose, without the presentation or surrender of such Bond or the making of any notation thereon, except that upon written request of the Company made concurrently with or reasonably promptly after payment or prepayment in full of any Bond, such Purchaser shall surrender such Bond for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Company pursuant to Article I of the Indenture. Prior to any sale or other disposition of any Bond held by a Purchaser or its nominee, such Purchaser will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon or surrender such Bond to the Company in exchange for a new Bond or Bonds pursuant to Article I of the Indenture. The Company will afford the benefits of this Section 11.1 to any Institutional Investor that is the direct or indirect transferee of any Bond purchased by a Purchaser under this Agreement and that has made the same agreement relating to such Bond as the Purchasers have made in this Section 11.1.

Section 11.2. Payments Due on Non-Business Days. Anything in this Agreement or the Bonds to the contrary notwithstanding (but without limiting the requirement in Section 8 that the notice of any optional prepayment specify a Business Day as the date fixed for such prepayment), any payment of principal of or Make-Whole Amount or interest on any Bond that is due on a date other than a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day; provided that if the maturity date of any Bond is a date other than a Business Day, the payment otherwise due on such maturity date shall be made on the next succeeding Business Day and shall include the additional days elapsed in the computation of interest payable on such next succeeding Business Day.

SECTION 12. REGISTRATION; EXCHANGE; EXPENSES, ETC.

Section 12.1. Registration of Bonds. The Company shall keep a register for the registration and registration of transfers of Bonds in accordance with Article III, Section 3 of the Indenture.

Section 12.2. Transaction Expenses. Whether or not the transactions contemplated hereby are consummated, the Company will pay all reasonable costs and expenses (including reasonable attorneys' fees of a special counsel and, if reasonably required by the Required Holders, (actual or as contemplated if transactions are not consummated) local or other counsel) incurred by the Purchasers and each other holder of a Bond in connection with such transactions and in connection with any amendments, waivers or consents under or in respect of any Financing Agreement (whether or not such amendment, waiver or consent becomes effective),

including, without limitation: (a) the costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under any Financing Agreement or in responding to any subpoena or other legal process or informal investigative demand issued in connection with any Financing Agreement, or by reason of being a holder of any Bond, (b) the costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of the Company or any Subsidiary or in connection with any work-out or restructuring of the transactions contemplated by any Financing Agreement and (c) the costs and expenses incurred in connection with the initial filing of any Financing Agreement and all related documents and financial information with the SVO, provided that such costs and expenses under this clause (c) shall not exceed \$5,000 for the Bonds. The Company will pay, and will save each Purchaser and each other holder of a Bond harmless from, all claims in respect of any fees, costs or expenses if any, of brokers and finders (other than those, if any, retained by a Purchaser or other holder in connection with its purchase of the Bonds).

Section 12.3. Survival. The obligations of the Company under this Section 12 will survive the payment or transfer of any Bond, the enforcement, amendment or waiver of any provision of any Financing Agreement, and the termination of any Financing Agreement.

SECTION 13. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.

All representations and warranties contained herein shall survive the execution and delivery of this Agreement, the purchase or transfer by any Purchaser of any Bond or portion thereof or interest therein and the payment of any Bond, and may be relied upon by any subsequent holder of a Bond, regardless of any investigation made at any time by or on behalf of such Purchaser or any other holder of a Bond. All statements contained in any certificate or other instrument delivered by or on behalf of the Company pursuant to this Agreement shall be deemed representations and warranties of the Company under this Agreement. Subject to the preceding sentence, the Financing Agreements embody the entire agreement and understanding between each Purchaser and the Company and supersede all prior agreements and understandings relating to the subject matter hereof.

SECTION 14. AMENDMENT AND WAIVER.

Section 14.1. Requirements. This Agreement and the Bonds may be amended, and the observance of any term hereof or of the Bonds may be waived (either retroactively or prospectively) with (and only with) the written consent of the Company and the Required Holders, except that (i) no amendment or waiver of any of the provisions of Section 1, 2, 3, 4, 5, 6 or 20 hereof, or any defined term, will be effective as to any holder of Bonds unless consented to by such holder of Bonds in writing, and (ii) no such amendment or waiver may, without the written consent of all of the holders of Bonds at the time outstanding affected thereby, (A) subject to the provisions of the Indenture relating to acceleration, change the amount or time of any prepayment or payment of principal of, or reduce the rate or change the time of payment or method of computation of interest (if such change results in a decrease in the interest rate) or of the Make-Whole Amount on, the Bonds, (B) change the percentage of the principal amount of the Bonds the holders of which are required to consent to any such amendment or waiver, or (C)

amend any of Sections 8, 14 or 18. Notwithstanding the foregoing, any amendment to the Bonds or the Indenture may only be made in accordance with the terms of the Indenture.

Section 14.2. Solicitation of Holders of Bonds.

(a) *Solicitation.* The Company will provide each holder of the Bonds (irrespective of the amount of Bonds then owned by it) with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holder to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof or of the Bonds. Such notice shall include a description of the proposed amendment, waiver or consent. A holder of the Bonds may request, in writing, additional information from the Company in order to enable such holder to make its decision and the Company agrees to use its best efforts to provide such information. The Company will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to the provisions of this Section 14 to each holder of outstanding Bonds promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of Bonds.

(b) *Payment.* The Company will not directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise (other than legal fees or other related expenses), or grant any security or provide other credit support, to any holder of Bonds as consideration for or as an inducement to the entering into by any holder of Bonds or any waiver or amendment of any of the terms and provisions hereof unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to each holder of Bonds then outstanding even if such holder did not consent to such waiver or amendment.

(c) *Consent in Contemplation of Transfer.* Any consent made pursuant to this Section 14 by the holder of any Bond that has transferred or has agreed to transfer such Bond to the Company, any Subsidiary or any Affiliate of the Company and has provided or has agreed to provide such written consent as a condition to such transfer shall be void and of no force or effect except solely as to such holder, and any amendments effected or waivers granted or to be effected or granted that would not have been or would not be so effected or granted but for such consent (and the consents of all other holders of Bonds that were acquired under the same or similar conditions) shall be void and of no force or effect except solely as to such transferring holder.

Section 14.3. Binding Effect, Etc. Any amendment or waiver consented to as provided in this Section 14 applies equally to all holders of Bonds and is binding upon them and upon each future holder of any Bond and upon the Company without regard to whether such Bond has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Company and the holder of any Bond nor any delay in exercising any rights hereunder or under

any Bond shall operate as a waiver of any rights of any holder of such Bond. As used herein, the term "this Agreement" and references thereto shall mean this Agreement as it may from time to time be amended or supplemented.

Section 14.4. Bonds Held by Company, Etc. Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of Bonds then outstanding approved or consented to any amendment, waiver or consent to be given under this Agreement or the Bonds, or have directed the taking of any action provided herein or in the Bonds to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of Bonds then outstanding, Bonds directly or indirectly owned by the Company or any of its Affiliates shall be deemed not to be outstanding.

SECTION 15. NOTICES.

All notices and communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

(a) if to any Purchaser or its nominee, to such Purchaser or nominee at the address specified for such communications in Schedule A, or at such other address as such Purchaser or nominee shall have specified to the Company in writing,

(b) if to any other holder of any Bond, to such holder at such address as such other holder shall have specified to the Company in writing, or

(c) if to the Company, to the Company at its address set forth at the beginning hereof to the attention of 6650 South Avenue, Boardman, OH 44512, or at such other address as the Company shall have specified to the holder of each Bond in writing, or

(d) if to the Trustee, to The Bank of New York Mellon Trust Company, N.A., as Trustee, 1600 West 2nd Street, Suite 830, Cleveland, OH 44113, or at such other address as the Trustee shall have specified to the Company and each other party hereto in writing.

Notices under this Section 15 will be deemed given only when actually received.

SECTION 16. INDEMNIFICATION.

The Company hereby agrees to indemnify and hold the Purchasers harmless from, against and in respect of any and all loss, liability and expense (including reasonable attorneys' fees) arising from any misrepresentation or nonfulfillment of any undertaking on the part of the Company under this Agreement. The indemnification obligations of the Company under this Section 16 shall survive the execution and delivery of this Agreement, the delivery of the Bonds to the Purchasers and the consummation of the transactions contemplated herein.

SECTION 17. REPRODUCTION OF DOCUMENTS.

This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications that may hereafter be executed, (b) documents received by any Purchaser at the Closing (except the Bonds themselves), and (c) financial statements, certificates and other information previously or hereafter furnished to any Purchaser, may be reproduced by such Purchaser by any photographic, photostatic, electronic, digital, or other similar process and such Purchaser may destroy any original document so reproduced. The Company agrees and stipulates that, to the extent permitted by applicable law, any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by such Purchaser in the regular course of business) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 17 shall not prohibit the Company or any other holder of Bonds from contesting any such reproduction to the same extent that it could contest the original, or from introducing evidence to demonstrate the inaccuracy of any such reproduction.

SECTION 18. CONFIDENTIAL INFORMATION.

For the purposes of this Section 18, “*Confidential Information*” means information delivered to any Purchaser by or on behalf of the Company or any Subsidiary in connection with the transactions contemplated by or otherwise pursuant to this Agreement that is proprietary in nature and that was clearly marked or labeled or otherwise adequately identified when received by such Purchaser as being confidential information of the Company or such Subsidiary, provided that such term does not include information that (a) was publicly known or otherwise known to such Purchaser prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by such Purchaser or any person acting on such Purchaser’s behalf, (c) otherwise becomes known to such Purchaser other than through disclosure by the Company or any Subsidiary or (d) constitutes financial statements delivered to such Purchaser under Section 7.1 of this Agreement or under the Indenture that are otherwise publicly available. Each Purchaser will maintain the confidentiality of such Confidential Information in accordance with procedures adopted by such Purchaser in good faith to protect confidential information of third parties delivered to such Purchaser, provided that such Purchaser may deliver or disclose Confidential Information to (i) its directors, trustees, officers, employees, agents, attorneys and affiliates (to the extent such disclosure reasonably relates to the administration of the investment represented by Bonds), (ii) its financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Section 18, (iii) any other holder of any Bond, (iv) any Institutional Investor to which it sells or offers to sell such Bond or any part thereof or any participation therein (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 18), (v) any Person from which it offers to purchase any security of the Company (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 18), (vi) any federal or state or provincial regulatory authority having jurisdiction over such Purchaser, (vii) the NAIC or the SVO or, in each case, any similar organization, or any nationally recognized rating agency that requires access to information about such Purchaser’s investment portfolio, or (viii) any other

Person to which such delivery or disclosure may be necessary or appropriate (w) to effect compliance with any law, rule, regulation or order applicable to such Purchaser, (x) in response to any subpoena or other legal process, (y) in connection with any litigation to which such Purchaser is a party or (z) if an Event of Default has occurred and is continuing, to the extent such Purchaser may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under any Financing Agreement. Each holder of a Bond, by its acceptance of a Bond, will be deemed to have agreed to be bound by and to be entitled to the benefits of this Section 18 as though it were a party to this Agreement. on reasonable request by the Company in connection with the delivery to any holder of a Bond of information required to be delivered to such holder under this Agreement or requested by such holder (other than a holder that is a party to this Agreement or its nominee), such holder will enter into an agreement with the Company embodying the provisions of this Section 18.

In the event that as a condition to receiving access to information relating to the Company or its Subsidiaries in connection with the transactions contemplated by or otherwise pursuant to this Agreement, any Purchaser or holder of a Bond is required to agree to a confidentiality undertaking (whether through EMMA, another secure website, a secure virtual workspace or otherwise) which is different from this Section 18, this Section 18 shall not be amended thereby and, as between such Purchaser or such holder and the Company, this Section 18 shall supersede any such other confidentiality undertaking.

SECTION 19. SUBSTITUTION OF PURCHASER.

Each Purchaser shall have the right to substitute anyone of such Purchaser's Affiliates as the purchaser of the Bonds that such Purchaser has agreed to purchase hereunder, by written notice to the Company, which notice shall be in substantially in the form attached hereto as Exhibit 19 and signed by both such Purchaser and such Purchaser's Affiliate, and shall contain such Affiliate's agreement to be bound by this Agreement, a confirmation by such Affiliate of the accuracy with respect to it of the representations set forth in Section 6, and contain all the information specified on Schedule A to this Agreement with respect to such Affiliate. Upon receipt of such notice, wherever the word "Purchaser" is used in this Agreement (other than in this Section 19), such word shall be deemed to refer to such Affiliate in lieu of such Purchaser. In the event that such Affiliate is so substituted as a purchaser hereunder and such Affiliate thereafter transfers to such Purchaser all of the Bonds then held by such Affiliate, upon receipt by the Company of notice of such transfer, wherever the word "Purchaser" is used in this Agreement (other than in this Section 19), such word shall no longer be deemed to refer to such Affiliate, but shall refer to such Purchaser, and such Purchaser shall have all the rights of an original holder of the Bonds under this Agreement.

SECTION 20. MISCELLANEOUS.

Section 20.1. Successors and Assigns. All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent holder of a Bond) whether so expressed or not.

Section 20.2. Accounting Terms. All accounting terms used herein which are not expressly defined in this Agreement have the meanings respectively given to them in accordance with GAAP. Except as otherwise specifically provided herein, (a) all computations made pursuant to this Agreement shall be made in accordance with GAAP, and (b) all financial statements shall be prepared in accordance with GAAP. For purposes of determining compliance with the financial covenants contained in the Financing Agreements, if any, any election by the Company to measure Debt using fair value (as permitted by Financial Accounting Standards Board Accounting Standards Codification Topic No. 825-10-25 - *Fair Value Option*, International Accounting Standard 39 - *Financial Instruments: Recognition and Measurement* or any similar accounting standard) shall be disregarded and such determination shall be made as if such election had not been made and such Debt shall be valued at not less than 100% of the principal amount thereof.

Section 20.3. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

Section 20.4. Construction, Etc. Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

For the avoidance of doubt, all Schedules and Exhibits attached to this Agreement shall be deemed to be a part hereof.

Section 20.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

Section 20.6. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of Ohio excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

Section 20.7. Jurisdiction and Process; Waiver of Jury Trial.

(a) The Company irrevocably submits to the non-exclusive jurisdiction of any Ohio State or federal court sitting in [], Ohio, over any suit, action or proceeding arising out of or relating to this Agreement or the Bonds. To the fullest extent permitted by applicable law, the Company irrevocably waives and agrees not to assert, by way of

motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) The Company consents to process being served by or on behalf of any holder of Bonds in any suit, action or proceeding of the nature referred to in Section 20.7(a) by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, return receipt requested, to it at its address specified in Section 15 or at such other address of which such holder shall then have been notified pursuant to said Section. The Company agrees that such service upon receipt (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to it. Notices hereunder shall be conclusively presumed received as evidenced by a delivery receipt furnished by the United States Postal Service or any reputable commercial delivery service.

(c) Nothing in this Section 20.7 shall affect the right of any holder of a Bond to serve process in any manner permitted by law, or limit any right that the holders of any of the Bonds may have to bring proceedings against the Company in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(d) The parties hereto hereby waive trial by jury in any action brought on or with respect to this Agreement, the Bonds or any other document executed in connection herewith or therewith.

If you are in agreement with the foregoing, please sign the form of agreement on a counterpart of this Bond Purchase Agreement and return it to the Company, whereupon this Agreement shall become a binding agreement between you and the Company.

Very truly yours,

AQUA OHIO, INC.

By: _____

Name:

Title:

Accepted as of the date first written above.

□

By: _____

Name: □

Title: □

Accepted as of the date first written above.

□

By: _____
Name: _____
Title: _____

□

By: _____
Name: _____
Title: _____

□

By: _____
Name: _____
Title: _____

Accepted as of the date first written above.

[]

By: []

By: _____

Name

Title:

SCHEDULE A

INFORMATION RELATING TO PURCHASERS

NAME OF AN ADDRESS OF PURCHASER	SERIES OF BONDS	PRINCIPAL AMOUNT OF BONDS TO BE PURCHASED
[NAME	A	\$[]
[address]	B	\$[]

Payments

All payments on or in respect of the Bonds shall be made in immediately available funds on the due date by electronic funds transfer, through the Automated Clearing House System, to:

[Bank]
 ABA # []
 Account Number: []
 Account Name: []
 For Further Credit to the Account Number: []
 Reference (**Series A Bonds**): []

Reference: (**Series B Bonds**): []

Payment Notices

All notices with respect to payments and prepayments of the Bonds shall be sent to:

[name]
 [address]
 Attention: []
 Phone: []
 Email: []

With a copy to:

[name]
 [address]

 Attention: []
 Telephone: []
 Facsimile: []
 Email: []

Contemporaneous written confirmation of any electronic funds transfer shall be sent to the above addresses setting forth (1) the full name, private placement number, interest rate and maturity date of the Bonds, (2) allocation of payment between principal, interest, Make-Whole Amount, other premium or any special payment and (3) the name and address of the bank from which such electronic funds transfer was sent.

Other Notices and Communications

All other notices and communications shall be delivered or mailed to:

[name]
[address]
Attention: []
Phone: []
Email:[]

Physical Delivery of Bonds

[name]
[address]
Attention: []
Phone: []
Email:[]

Name of Nominee in which Bonds are to be issued: None

Taxpayer I.D. Number: []

SCHEDULE B

DEFINED TERMS

As used herein, the following terms have the respective meanings set forth below or set forth in the section hereof following such term:

“Affiliate” means, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person. As used in this definition, “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Unless the context otherwise clearly requires, any reference to an “Affiliate” is a reference to an Affiliate of the Company.

“Agreement” is defined in Section 14.4.

“Anti-Money Laundering Laws” is defined in Section 5.16(c).

“Blocked Person” is defined in Section 5.16(a).

“Bonds” is defined in Section 1.

“Business Day” means for the purposes of any provision of this Agreement, any day other than a Saturday, a Sunday or a day on which commercial banks in New York, New York or [], Ohio] are required or authorized to be closed.

“Capital Lease” means, at any time, a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

“Capital Lease Obligation” means, with respect to any Person and a Capital Lease, the amount of the obligation of such Person as the lessee under such Capital Lease which would, in accordance with GAAP, appear as a liability on a balance sheet of such Person.

“CISADA” means the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, United States Public Law 111195, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“Closing” is defined in Section 3.

“Closing Date” is the date of the Closing.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations promulgated thereunder from time to time.

“*Company*” means Aqua Ohio, Inc., a corporation existing under the laws of the State of Ohio.

“*Controlled Entity*” means any of the Subsidiaries of the Company and any of their or the Company’s respective Controlled Affiliates. As used in this definition, “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“*Debt*” means, with respect to any Person, without duplication,

- (a) its liabilities for borrowed money;
- (b) its liabilities for the deferred purchase price of property acquired by such Person (excluding accounts payable and other accrued liabilities arising in the ordinary course of business but including, without limitation, all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);
- (c) its Capital Lease Obligations;
- (d) all liabilities for borrowed money secured by any Lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities);
- (e) all non-contingent liabilities in respect of reimbursement agreements or similar agreements in respect of letters of credit or instruments serving a similar function issued or accepted for its account by banks and other financial institutions;
- (f) Swaps of such Person; and
- (g) Guaranties of such Person with respect to liabilities of a type described in any of clauses (a) through (f) hereof.

Debt of any Person shall include all obligations of such Person of the character described in clauses (a) through (g) to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is deemed to be extinguished under GAAP.

“*Default*” means an event or condition the occurrence or existence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

“*Disclosure Documents*” is defined in Section 5.3.

“*EMMA*” is defined in Section 7.1(a).

“*Environmental Laws*” means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the

protection of the environment or the release of any materials into the environment, including but not limited to those related to Hazardous Materials.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“*ERISA Affiliate*” means any trade or business (whether or not incorporated) that is treated as a single employer together with the Company under section 414 of the Code.

“*Event of Default*” is defined in Article VII of the Indenture.

“*Financing Agreements*” means this Agreement, the Indenture (including without limitation the Supplement), and the Bonds.

“*GAAP*” means generally accepted accounting principles as in effect from time to time in the United States of America.

“*Governmental Authority*” means:

(a) the government of

(i) the United States of America or any State or other political subdivision thereof, or

(ii) any other jurisdiction in which the Company or any subsidiary conducts all or any part of its business, or which asserts jurisdiction over any properties of the Company or any subsidiary, or

(b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

“*Guaranty*” means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any Debt, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including (without limitation) obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such Debt or obligation or any property constituting security therefor primarily for the purpose of assuring the owner of such Debt or obligation of the ability of any other Person to make payment of the Debt or obligation;

(b) to advance or supply funds (i) for the purchase or payment of such Debt or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such Debt or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such Debt or obligation of the ability of any other Person to make payment of the Debt or obligation; or

(d) otherwise to assure the owner of such Debt or obligation against loss in respect thereof.

In any computation of the Debt or other liabilities of the obligor under any Guaranty, the Debt or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor, provided that the amount of such Debt outstanding for purposes of this Agreement shall not exceed the maximum amount of Debt that is the subject of such Guaranty.

“Hazardous Material” means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable law including, but not limited to, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

“holder” is defined in the Indenture.

“Indenture” is defined in Section 1.

“INHAM Exemption” is defined in Section 6.3(e).

“Institutional Investor” means (a) any Purchaser of a Bond, (b) any holder of a Bond holding (together with one or more of its affiliates) more than 5% of the aggregate principal amount of the Bonds then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any Bond.

“Lien” means, with respect to any Person, any mortgage, lien, pledge, charge, security interest or other encumbrance, or any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or Capital Lease, upon or with respect to any property or asset of such Person (including in the case of stock, stockholder agreements, voting trust agreements and all similar arrangements).

“Make-Whole Amount” is defined in the Supplement.

“Material” means material in relation to the business, operations, affairs, financial condition, assets or properties of the Company and its subsidiaries taken as a whole.

“Material Adverse Effect” means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Company and its Subsidiaries taken as a whole, (b) the ability of the Company to perform its obligations under this Agreement, the Bonds or the Indenture or (c) the validity or enforceability of any Financing Agreement.

“Multiemployer Plan” means any Plan that is a “multiemployer plan” (as such term is defined in section 4001(a)(3) of ERISA).

“NAIC” means the National Association of Insurance Commissioners or any successor thereto.

“NAIC Annual Statement” is defined in Section 6.3(a).

“OFAC” is defined in Section 5.16(a).

“OFAC Listed Person” is defined in Section 5.16(a).

“OFAC Sanctions Program” means all laws, regulations, Executive orders and any economic or trade sanction that OFAC is responsible for administering and enforcing, including, without limitation 31 CFR Subtitle B, Chapter V, as amended, along with any enabling legislation; the Bank Secrecy Act; Trading with the Enemy Act; and any similar laws, regulations or orders adopted by any State within the United States. A list of economic and trade sanctions administered by OFAC may be found at <http://www.ustreas.gov/offices/enforcement/ofac/programs/>.

“Officer’s Certificate” means a certificate of a Senior Financial Officer or of any other officer of the Company whose responsibilities extend to the subject matter of such certificate.

“Original Indenture” is defined in Section 1.

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA or any successor thereto.

“permissible encumbrances” shall have the meaning assigned to such term in the Indenture.

“Person” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business entity or Governmental Authority.

“Plan” means an “employee benefit plan” (as defined in section 3(2) of ERISA) subject to Title I of ERISA that is or, within the preceding five years, has been established or maintained, or to which contributions are or, within the preceding five years, have been made or required to be made, by the Company or any ERISA Affiliate or with respect to which the Company or any ERISA Affiliate may have any liability.

“property” or *“properties”* means, unless otherwise specifically limited, real or personal property of any kind, tangible or intangible, choate or inchoate.

“*PTE*” is defined in Section 6.3(a).

“*Purchaser*” is defined in the first paragraph of this Agreement.

“*QPAM Exception*” is defined in Section 6.3(d).

“*Related Fund*” means, with respect to any holder of any Bond, any fund or entity that (i) invests in Securities or bank loans, and (ii) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.

“*Required Holders*” means, at any time, the holders of at least 51% in principal amount of the Bonds at the time outstanding (exclusive of Bonds then owned by the Company or any of its Affiliates).

“*Responsible Officer*” means any Senior Financial Officer and any other officer of the Company with responsibility for the administration of the relevant portion of this Agreement.

“*SEC*” means the Securities and Exchange Commission of the United States, or any successor thereto.

“*Securities*” or “*Security*” shall have the meaning specified in section 2(1) of the Securities Act.

“*Securities Act*” means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“*Senior Financial Officer*” means the vice president – finance, vice president, controller or treasurer of the Company.

“*Series A Bonds*” is defined in Section 1.

“*Series B Bonds*” is defined in Section 1.

“*Series C Bonds*” is defined in Section 1.

“*Source*” is defined in Section 6.3.

“*Subsidiary*” means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a 50% interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries. Unless the context otherwise clearly requires, any reference to a “Subsidiary” is a reference to a Subsidiary of the Company.

“Supplement” is defined in Section 1.

“SVO” means the Securities Valuation Office of the NAIC or any successor to such office.

“Swaps” means, with respect to any Person, payment obligations with respect to interest rate swaps, currency swaps and similar obligations obligating such Person to make payments, whether periodically or upon the happening of a contingency. For the purposes of this Agreement, the amount of the obligation under any Swap shall be the amount determined in respect thereof as of the end of the then most recently ended fiscal quarter of such Person, based on the assumption that such Swap had terminated at the end of such fiscal quarter, and in making such determination, if any agreement relating to such Swap provides for the netting of amounts payable by and to such Person thereunder or if any such agreement provides for the simultaneous payment of amounts by and to such Person, then in each such case, the amount of such obligation shall be the net amount so determined.

“Trust Estate” is defined in the Indenture.

“Trustee” is defined in Section 1.

“USA Patriot Act” means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

SCHEDULE 5.4
AQUA OHIO, INC.
SUBSIDIARIES OF THE COMPANY,
OWNERSHIP OF SUBSIDIARY STOCK

Company Name	State of Incorporation	% of Ownership (Direct & Indirect)
Aqua Ohio, Inc.	Ohio	%
1.	Ohio	%
2.	Ohio	%
3.	Ohio	%

FINANCIAL STATEMENTS

1. ☐
2. ☐

SCHEDULE 5.15(A) EXISTING DEBT**AQUA OHIO, INC. AND SUBSIDIARIES
EXISTING DEBT AS OF [], 201[]**

		<u>Outstanding Balance</u>
Unsecured Bond	[]%	\$[]
Total Unsecured		
Tax Exempt	[]%	\$[]

SCHEDULE 5.15(b)
AQUA OHIO, INC. AND SUBSIDIARIES
DEBT ISSUANCE LIMITATIONS

EXHIBIT A
[FORM OF SUPPLEMENT]

[See Attached]

EXHIBIT B

[FORM OF SERIES [] BOND]

AQUA OHIO, INC.

[% FIRST MORTGAGE OBLIGATION SENIOR BOND, SERIES [], DUE [], 20[]

No. []
\$[]

[Date]
CUSIP: []

FOR VALUE RECEIVED, the undersigned, AQUA OHIO, INC. (herein called the "*Company*"), a corporation organized and existing under the laws of the State of Ohio, hereby promises to pay to [] or registered assigns, the principal sum of [] Dollars on April [], 2013 with interest (computed on the basis of a 360-day year of twelve 30-day months) (a) on the unpaid balance thereof at the rate of [% per annum from the date hereof, payable semi-annually, on the first day of March and September in each year and at maturity, commencing with September 1, 2013, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law on any overdue payment (including any overdue prepayment) of principal, any overdue payment of interest and any overdue payment of any Make-Whole Amount (as defined in the Bond Purchase Agreement referred to below), payable semi-annually as aforesaid (or, at the option of the registered holder hereof, on demand), at a rate per annum from time to time equal to the greater of (i) [% or (ii) [% over the rate of interest publicly announced by [PNC Bank, N.A. from time to time in New York, New York] as its "base" or "prime" rate.

Payments of principal of, interest on and any Make-Whole Amount with respect to this Bond are to be made in lawful money of the United States of America at the principal office of [PNC Bank, N.A. in New York, New York] or at such other place as the Company shall have designated by written notice to the holder of this Bond as provided in the Bond Purchase Agreement referred to below.

This Bond is one of a series of First Mortgage Bonds (herein called the "*Bonds*") issued pursuant to the Bond Purchase Agreement, dated as of April [], 2013 (as from time to time amended, the "*Bond Purchase Agreement*"), between the Company and the respective Purchasers named therein and is entitled to the benefits thereof. Each holder of this Bond will be deemed, by its acceptance hereof, (i) to have agreed to the confidentiality provisions set forth in Section 18 of the Bond Purchase Agreement and (ii) to have made the representation set forth in Section 6 of the Bond Purchase Agreement.

This Bond is a registered Bond and, as provided in the Bond Purchase Agreement, upon surrender of this Bond for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Bond for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

The Company will make required prepayments of principal on the dates and in the amounts specified in the Bond Purchase Agreement. This Bond is also subject to optional prepayment, in whole or from time to time in part, at the times and on the terms specified in the Bond Purchase Agreement, but not otherwise.

If an Event of Default, as defined in the Bond Purchase Agreement, occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Bond Purchase Agreement.

[Remainder of Page Intentionally Left Blank]

This Bond shall be construed and enforced in accordance with, and the rights of the issuer and holder hereof shall be governed by, the law of the State of Ohio excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

AQUA OHIO, INC.

By: _____
Name: _____
Title: _____

EXHIBIT 4.4(a)

FORM OF OPINION OF GENERAL COUNSEL TO THE COMPANY

The closing opinion of [], General Counsel of the Company, which is called for by Section 4.4 of the Bond Purchase Agreement, shall be dated the date of Closing and addressed to the Purchasers, shall be satisfactory in scope and form to each Purchaser and shall be to the effect that:

1. The closing opinion of [], General Counsel of the Company, which is called for by Section 4.4 of the Bond Purchase Agreement, shall be dated the date of Closing and addressed to the Purchasers, shall be satisfactory in scope and form to each Purchaser and shall be to the effect that:

2. The Company has the full corporate power and the corporate authority to conduct the activities in which it is now engaged and is duly licensed or qualified and is in good standing as a foreign corporation in each jurisdiction in which the character of the properties owned or leased by it or the nature of the business transacted by it makes such licensing or qualification necessary except in jurisdictions where the failure to be so qualified or licensed would not have a Material Adverse Effect on the business of the Company.

3. Each Subsidiary is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation, and is duly licensed or qualified and has valid and subsisting franchises and certificates of convenience and necessity in each jurisdiction in which the character of the properties owned or leased by it or the nature of the business transacted by it makes such licensing or qualification or the possession of such franchises and certificates of convenience and necessity necessary except in jurisdictions where the failure to be so qualified or licensed to possess such would not have a material adverse effect on the business of the Subsidiaries and the Company taken as a whole. Except as set forth in Schedule 5.4 to the Bond Purchase Agreement, all of the issued and outstanding shares of capital stock of each such Subsidiary have been duly issued, are fully paid and non-assessable and are owned by the Company, by one or more Subsidiaries, or by the Company and one or more Subsidiaries.

4. The issuance and sale of the Bonds and the execution, delivery and performance by the Company of the Bond Purchase Agreement do not violate any provision of any law or other rule or regulation of any Governmental Authority applicable to the Company or any Subsidiary or conflict with or result in any breach of any of the provisions of or constitute a default under or result in the creation or imposition of any Lien upon any of the property of the Company pursuant to the provisions of the Articles of Incorporation or By-laws of the Company or any agreement or other instrument known to such counsel to which the Company is a party or by which the Company may be bound.

5. There is no action, suit or proceeding pending or, to the knowledge of such counsel after due inquiry, threatened against or affecting the Company or any Subsidiary in any court or before any governmental authority or arbitration board or tribunal with respect to which a Material Adverse Effect is probable in accordance with the applicable requirements of

accounting for contingencies under Financial Accounting Standards Board's Accounting Standards Codification. To the knowledge of such counsel, neither the Company nor any Subsidiary is in default with respect to any order of any court or governmental authority, or arbitration board or tribunal which default would have a Material Adverse Effect on the Subsidiaries and the Company taken as a whole.

The opinion of [] shall cover such other matters relating to the sale of the Bonds as each Purchaser may reasonably request. With respect to matters of fact on which such opinion is based, such counsel shall be entitled to rely on appropriate certificates of public officials and other officers of the Company.

EXHIBIT 4.4(b)

FORM OF OPINION OF SPECIAL COUNSEL TO THE COMPANY

The closing opinion of [OHIO LOCAL COUNSEL], special counsel to the Company, which is called for by Section 4.4 of the Bond Purchase Agreement, shall be dated the date of Closing and addressed to the Purchasers, shall be satisfactory in scope and form to each Purchaser and shall be to the effect that:

1. The Company is a corporation, duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, has the corporate power and the corporate authority to execute and perform the Bond Purchase Agreement and to issue the Bonds and has the full corporate power and the corporate authority to conduct the activities in which it is now engaged.

2. The Bond Purchase Agreement has been duly authorized, executed and delivered by the Company and constitutes the legal, valid and binding contract of the Company enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance and similar laws affecting creditors' rights generally, and general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law).

3. The Bonds constitute the legal, valid and binding obligations of the Company enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent conveyance and similar laws affecting creditors' rights generally, and general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law).

4. No approval, consent or withholding of objection on the part of, or filing, registration or qualification with, any governmental body, federal or state, is necessary in connection with the execution and delivery of the Bond Purchase Agreement or the Bonds.

5. The issuance, sale and delivery of the Bonds under the circumstances contemplated by the Bond Purchase Agreement do not, under existing law, require the registration of the Bonds under the Securities Act of 1933, as amended, or the qualification of an indenture under the Trust Indenture Act of 1939, as amended.

6. Neither the issuance of the Bonds nor the application of the proceeds of the sale of the Bonds will violate or result in a violation of Section 7 of the Securities Exchange Act of 1934, as amended, or any regulation issued pursuant thereto, including, without limitation, Regulation T, U or X of the Board of Governors of the Federal Reserve System.

7. The Company is not an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

8. The Bonds have been duly authorized, executed, authenticated, issued and delivered and each constitutes a valid and legally binding obligation of the Company entitled to the benefits provided by the Indenture.

9. The Indenture constitutes a direct, valid and enforceable mortgage lien (except as enforceability of such lien may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights) upon all of the properties and assets of the Company (not heretofore released as provided for in the Indenture) specifically or generally described or referred to in the Indenture as being subject to the lien thereof, except for permitted permissible encumbrances under the Indenture; the Indenture and Supplement have each been properly recorded in the Counties of [TBD] in the State of Ohio and such recordations are the only recordations necessary in order to establish, preserve, protect and perfect the lien of the Indenture on all real estate and fixed property of the Company (excluding easement and other similar rights) described in the Indenture as subject to the lien thereof.

The opinion of [OHIO LOCAL COUNSEL], shall cover such other matters relating to the sale of the Bonds as each Purchaser may reasonably request. With respect to matters of fact on which such opinion is based, such counsel shall be entitled to rely on appropriate certificates of public officials and other officers of the Company.

EXHIBIT 4.4(c)

**FORM OF OPINION OF SPECIAL COUNSEL
TO THE PURCHASERS**

To Be Delivered Directly To Purchasers

EXHIBIT 19

FORM OF NOTICE OF PURCHASER SUBSTITUTION

Aqua Ohio, Inc.
6650 South Avenue
Boardman, OH 44512
RE: \$[] First Mortgage Bonds, []% Series due 20[]

Ladies and Gentlemen:

Reference is hereby made to that certain Bond Purchase Agreement dated as of April [], 2013 (as may be amended from time to time, the "Agreement") between each of the Purchasers listed in Schedule A thereto and Aqua Ohio, Inc. (the "Company"). Capitalized terms used but not otherwise defined in this notice shall have the meanings ascribed them in the Agreement.

Pursuant to Section 19 of the Agreement, [] as a Purchaser under the Agreement, (the "Transferor") hereby notifies the Company that it is substituting its' Affiliate [] (the "Transferee") as Purchaser under the Agreement.

The Transferee hereby agrees to be bound by and to comply with all of the terms and conditions of the Agreement as a "Purchaser" thereunder from and after the date hereof.

The Transferee hereby makes for the benefit of the Company, each of the representations and warranties set forth in Sections 6 of the Agreement, and each is true and correct as of the date hereof.

Attached hereto is a Schedule A "Information Regarding Purchasers" regarding the Transferee.

IN WITNESS WHEREOF, the undersigned have executed this notice as of [], 20[].

TRANSFEROR

TRANSFEE

By: []

By: []

By: _____
Name:
Title:

By: _____
Name:
Title:

AQUA OHIO, INC.

**TO THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A.
AS TRUSTEE**

**SIXTEENTH SUPPLEMENTAL INDENTURE
DATED AS OF _____, 2013**

**SUPPLEMENTAL TO INDENTURE OF MORTGAGE
DATED AS OF JULY 1, 1945**

BONDS OF [--] SERIES, DUE [---]

This Sixteenth Supplemental Indenture ("Sixteenth Supplemental Indenture"), dated as of the _____ day of _____, 2013, made and entered into by and between Aqua Ohio, Inc., a corporation organized and existing under the laws of the State of Ohio (the "Company"), and The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America, having one of its principal places of business in the City of Cleveland, Cuyahoga County, Ohio (the "Trustee").

WHEREAS, Ohio Water Service Company merged into New Ohio Water Service Company, but retained the name Ohio Water Service Company, and thereafter Ohio Water Service Company changed its name to Consumers Ohio Water Company, and Consumers Ohio Water Company subsequently changed its name to Aqua Ohio, Inc. (the "Company"); and

WHEREAS, Central National Bank of Cleveland, a national banking association created, organized and existing under the laws of the United States of America (the "Original Trustee") was merged into the Society National Bank, a national banking association created, organized and existing under the laws of the United States of America, and Society National Bank was subsequently merged with and into Key Bank, a national banking association created, organized and existing under the laws of the United States of America, and was subsequently replaced as trustee by The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), the Trustee thereby succeeding to all rights and obligations of the Original Trustee (both the Trustee and the Original Trustee are referred to herein as "Trustee"); and

WHEREAS, Ohio Water Service Company executed and delivered its Indenture of Mortgage dated as of July 1, 1945 (as originally executed, the "Original Indenture" and as amended and supplemented to date, the "Indenture"), and executed and delivered its First Supplemental Indenture dated as of July 1, 1948, its Second Supplemental Indenture dated as of January 1, 1952, its Third Supplemental Indenture dated as of July 1, 1955, its Fourth Supplemental Indenture dated as of October 1, 1957, its Fifth Supplemental Indenture dated as of July 1, 1961, its Sixth Supplemental Indenture dated as of November 15, 1968, and its Seventh Supplemental Indenture dated as of December 1, 1972, to the Trustee, to secure its First Mortgage Bonds, issuable in series; and

WHEREAS, following its merger, Ohio Water Service Company, which resulted from the merger, executed and delivered its Eighth Supplemental Indenture dated as of March 24, 1973 wherein and whereby Ohio Water Service Company assumed and agreed to pay the principal and interest of the outstanding First Mortgage Bonds issued under the original Indenture and the Indentures supplemental thereto referred to in the preceding paragraph, and further agreed to perform and fulfill all of the terms, covenants and conditions of the Original Indenture as so supplemented, which were binding upon the original Ohio Water Service Company; and

WHEREAS, Ohio Water Service Company executed and delivered its Ninth Supplemental Indenture dated as of July 1, 1975, its Tenth Supplemental Indenture dated as of February 1, 1978, its Eleventh Supplemental Indenture dated as of July 15, 1986, its Twelfth Supplemental Indenture dated as of April 1, 1988, and its Thirteenth Supplemental Indenture

dated as of July 15, 1990, its Fourteenth Supplemental Indenture dated as of November 15, 2012, and its Fifteenth Supplemental Indenture dated as of November 15, 2012 (all such Supplemental Indentures, including those referred to in the two preceding paragraphs are hereafter referred to collectively as the "Supplemental Indentures"); and

WHEREAS, the Company desires by this Sixteenth Supplemental Indenture to designate a new series of bonds being First Mortgage Bonds, [--] Series due [---] (the "Bonds of the [--] Series due [---]" or "Bonds of the [--] Series") and to prescribe and define the terms and provisions of such series of bonds to be issued pursuant to the Indenture; and

WHEREAS, the Company desires to add to the conditions, limitations and restrictions contained in the Indenture, other conditions, limitations and restrictions hereafter to be observed, and to add to the covenants and agreements of the Company contained in the Indenture, other covenants and agreements hereafter to be observed, all of which are hereinafter set forth, and to convey, transfer and assign to the Trustee and subject to the lien of this Indenture as heretofore, herein and hereafter supplemented additional properties acquired by the Company since the date thereof; and

WHEREAS, all conditions and requirements necessary to make the Sixteenth Supplemental Indenture, in the form hereof, a valid, binding and legal instrument in accordance with its terms, and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery hereof in the form hereof, have been in all respects duly authorized;

NOW, THEREFORE, THIS SIXTEENTH SUPPLEMENTAL INDENTURE WITNESSETH: That the Company, in consideration of the premises and of the acceptance by the Trustee of the Trust hereby created, of the purchase and acceptance of the Bonds of the [--] Series due [---] by the purchasers thereof, and of One Dollar and other valuable consideration to it duly paid by the Trustee, the receipt whereof is hereby acknowledged, in order to secure the payment of the principal, premium, if any, and interest of all Bonds issued and to be issued under the Indenture according to their tenor and effect, and the performance and observance by the Company of all the covenants and conditions herein and therein contained, has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, warranted, pledged, hypothecated, set-over and confirmed, and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, warrant, pledge, hypothecate, set-over, and confirm unto The Bank of New York Mellon Trust Company, N.A., as Trustee and to its successors in the Trust and to its and to their assigns forever, all the franchises, property and assets of every kind, character, and description and wheresoever situated (other than property of the character hereinafter defined as "Excepted Property") not heretofore specifically conveyed by the Original Indenture and the Supplemental Indentures and acquired subsequent to November 15, 2012, including the following described property real, personal and mixed:

[-----]

The systems of water works in the Counties of [-----], Ohio, including the land and/or interest in land on which the same are situated and the water distribution systems as constructed

and equipped in said counties, together with all branches and extensions of all tanks, pumps, pumping stations and other works, all conduits, pipes, fittings, apparatus, valves, shutoffs, hydrants, meters, engines, machinery, appliances, tools, furniture and supplies, and all water rights, rights of way for ditches, flumes, pipelines, reservoirs, reservoir embankments, and all other rights of way, springs as supplies, sources of water supply, privileges, easements, licenses and all other property, rights and franchises forming a part of said systems of waterworks, or owned, used or enjoyed in connection therewith;

SAVING AND EXCEPTING, however, the following items as reflected in the financial statements of the Company: (1) all accounts receivable; (2) all bills receivable; (3) all cash on hand and in banks (except the proceeds of the Trust Estate, and insurance and other monies required by the terms of the Indenture, as amended, to be paid to the Trustee or subjected to the lien of the Indenture, as amended); (4) water and motor vehicles; (5) materials and supplies; (6) goods, wares, and merchandise held for resale; and (7) all shares of stock and bonds not specifically transferred to, assigned to or pledged with the Trustee hereunder, such property being collectively herein referred to as the "Excepted Property."

TO HAVE AND TO HOLD all said property, real, personal and mixed, mortgaged, conveyed, assigned or pledged by the Company, as aforesaid or intended to be, unto the Trustee and its successors in the Trust to its and their assigns forever;

IN TRUST NEVERTHELESS upon the terms, trusts, uses and purposes specifically set forth in the Indenture, so that the same shall be held specifically by the Trustee under and subject to the terms of the Indenture and in identically the same manner and for the same trusts, uses and purposes as if said properties had been specifically contained and described in the Original Indenture.

ARTICLE I

First Mortgage Bonds, [--] Series due [---]

A. The Sixteenth Series of Bonds to be executed, authenticated and delivered under, and secured by the Indenture, shall be First Mortgage Bonds of [--] Series due [---] and shall be designated as "First Mortgage Bonds, [--] Series due [---]" of the Company.

B. The aggregate principal amount of Bonds of [--] Series due [---] which may at any time be issued and outstanding under the Indenture shall, subject to the provisions of Section 8 of Article I of the Indenture and with respect to lost, stolen, destroyed or mutilated Bonds be limited to [-----] (\$). The definitive Bonds of [--] Series due [---] shall be fully registered bonds in denominations of [-----] (\$) each or integral multiples thereof, shall be consecutively numbered [-----] and upwards, and shall be without coupons. Fully registered Bonds of [--] Series due [---] shall be exchanged for fully registered Bonds of [--] Series due [---] of other authorized denominations.

The Bonds of [--] Series due [---] shall be dated _____, 2013 as provided in Section 10 of Article I of the Indenture, shall mature [---], and shall bear interest at the rate of [---]

] per annum (computed on the basis of a 360-day year – consisting of 12 - 30-day months) from the interest commencement date until the principal thereof shall be paid or duly provided for, payable semi-annually on the 1st day of March and September of each year commencing on September 1, 2013. The interest commencement date shall be (i) with respect to the original purchaser of the Bonds of [--] Series the date endorsed on the Bonds of [--] Series, or (ii) with respect to any subsequent Bonds of [--] Series, the next preceding interest payment date through which interest has been paid or duly provided for. Principal of, the premium if any, and the interest on, the Bonds of [--] Series due [---] shall be payable at the principal corporate trust office of the Trustee in the City of Cleveland, Ohio, such payment to be made in any coin or currency of the United States of America which, at the time of payment, is legal tender for public and private debts, or upon written notice to the Trustee and the Company by any registered holder of the Bonds of [--] Series received at least ten (10) days prior to the applicable payment date, by wire transfer of lawful currency of the United States of America to such registered holder of the Bonds of [--] Series pursuant to the instructions contained in such notice, subject to surrender of such bonds at such office in the case of payment of principal and premium, if any.

C. The Bonds of the [--] Series [shall or shall not] contain any provisions as to the payment of principal, premium, or interest without deduction for, or as to reimbursement of taxes.

D. The Bonds of the [--] Series are not subject to redemption pursuant to Article IV of the Indenture or otherwise under the Indenture at the option of the Company, except as provided in paragraphs (i) through (iii) below:

(i) The Bonds of the [--] Series are subject to redemption at the option of the Company in whole at any time or in part at any time throughout the life of the Bonds of [--] Series, at a redemption price equal to the greater of (a) the principal amount of the Bonds of the [--] Series together with interest accrued on such Bonds to the date fixed for their redemption, or (b) the present value of the remaining principal and interest payments of the Bonds of the [--] Series, or portions thereof to be redeemed, discounted at a rate known as the “Discount Rate” together with interest accrued on such Bonds to the date fixed for their redemption. The Company will furnish notice to the Trustee and each holder of the Bonds of the [--] Series (by same-day written communication confirmed by the recipient, on a date at least two (2) business days prior to the date fixed for redemption of the Bonds of the [--] Series) of the premium, if any, applicable to such redemption and the calculations, and reasonable detail, used to determine the amount of any such premium.

(ii) “Discount Rate” shall mean the sum of (i) 0.50% plus (ii) the yield on actively treated United States Treasury Securities having a maturity (rounded to the nearest month) corresponding to the remaining term of the Bonds of the [--] Series (a) as reported on Page “USD” of the Bloomberg Financial Market Services Screen or, if not available, (b) any other nationally recognized trading screen reporting online intra-day trading in United States Treasury Securities, in either case at 11:00 o’clock A.M. (New York time) on the 5th business day prior to the date fixed for redemption (“Determination Date”), or in the event that no such nationally recognized trading screen reporting online intra-day trading any United States Securities is available, (c) as determined by reference to such other publicly available source of

similar market data (published on the date most recently preceding the Determination Date) which shall be designated by the holders of 66⅔% in aggregate principal amount of the outstanding Bonds of the [--] Series. If no maturity exactly corresponds to such remaining term of the Bonds of the [--] Series, yields for the two maturities must closely corresponding to such remaining term of the Bonds of the [--] Series shall be determined pursuant to clause (ii) of the immediately-preceding sentence and the Discount Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of such relevant periods to the nearest month.

(iii) On or before the redemption date set forth in the notice described in Article IV of the Indenture, the Company shall deliver to the Trustee a copy of resolutions authorizing such redemption, certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors of the Company.

E. There shall not be any sinking, purchase or analogous fund for the retirement of Bonds of the [--] Series.

Bonds of the [--] Series due [---] redeemed in full by the Trustee, as herein provided, shall, except as provided in Article IV of the Indenture, be cancelled and delivered to the Company or at the option of the Company, disposed of by the Trustee (which shall deliver to the Company a certificate of such disposition), and no Bonds shall be issued in lieu of the Bonds so disposed of.

F. In the event that an interest payment date, a date fixed for redemption, or the maturity date of any Bond of the [--] Series shall be a Saturday, Sunday or a legal holiday in the city where payment is to be made, or day on which banking institutions in the city where payment is to be made are authorized by law to close, then payment of interest or principal (and premium, if any), need not be made on such date, but may be made on the next succeeding business day not a Saturday, Sunday or legal holiday in the city where payment is to be made, or day upon which banking institutions in the city where the payment is to be made are authorized by law to close, with the same force and effect as if on the day of maturity, interest payment date, or the date fixed for redemption and no interest shall accrue on the payment so deferred.

G. The Bonds of the [--] Series shall not be convertible.

H. The Bonds of the [--] Series shall be exchangeable only as provided in the Original Indenture.

I. The fully registered Bonds of the [--] Series due [---] and the Trustee's Authentication Certificate shall be substantially in the following form:

[FORM OF FULLY REGISTERED BONDS OF [--] SERIES DUE [---]]

AQUA OHIO, INC.

FIRST MORTGAGE BOND [--] SERIES DUE [---]

Aqua Ohio, Inc. f/k/a Ohio Water Service Company, an Ohio corporation (hereinafter called the “Company”, which term shall include any successor corporation as defined in the Indenture hereinafter referred) for value received, hereby promises to pay to

or registered assigns, on the [--] day of [---], at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A. (hereinafter referred to as the “Trustee”) or its successor, as Trustee, in the City of Cleveland, Ohio, (or if there be a successor trustee, at its office) or, upon written notice to the Trustee and the Company by any registered holder of the First Mortgage Bonds of [--] Series due [---] (hereinafter referred to either as the “Bonds of the [--] Series” or “Bonds”) received at least ten (10) days prior to the applicable payment date, by wire transfer to such registered holder of the Bonds of the [--] Series pursuant to the instructions contained in such notice, subject to surrender of such bonds at such office in the case of payment of principal and any premiums, if any, the sum of

- -

Dollars (\$)) in coin or currency of the United States of America which, at the time of payment, is legal tender for public and private debts and to pay interest thereon at such office or pursuant to such notice from the interest commencement date until the principal hereof is paid or duly provided for at the rate of [--] percent ([--]) per annum, semi-annually (computed on the basis of a 360 day year – consisting of 12 - 30-day months) in like coin or currency, on the 1st day of March, and the 1st day of September in each year commencing on September 1, 2013 until the principal hereof shall become due and payable. The interest commencement date shall be (i) with respect to the original purchaser of the Bonds of [--] Series, the date endorsed on the Bonds of [--] Series or, (ii) with respect to any subsequent Bonds of the [--] Series, the next preceding interest payment date through which interest has been paid or duly provided for.

This Bond is one of an authorized issue of Bonds of the Company known generally as its First Mortgage Bonds, all issued and to be issued in one or more series and under and equally secured by an Original Indenture of Mortgage between the Company and The Bank of New York Mellon Trust Company, N.A., successor to Central National Bank of Cleveland, as Trustee, dated as of July 1, 1945, a First Supplemental Indenture supplemental thereto, dated as of July 1, 1948, a Second Supplemental Indenture supplemental thereto, dated as of January 1, 1952, a Third Supplemental Indenture supplemental thereto, dated as of July 1, 1955, a Fourth Supplemental Indenture supplemental thereto, dated as of October 1, 1957, a Fifth Supplemental Indenture supplemental thereto, dated as of July 1, 1961, a Sixth Supplemental Indenture supplemental thereto, dated as of November 15, 1968, a Seventh Supplemental Indenture supplemental thereto, dated as of December 1, 1972, an Eighth Supplemental Indenture supplemental thereto, dated as of March 24, 1973, a Ninth Supplemental Indenture supplemental thereto, dated as of July 1, 1975, a Tenth Supplemental Indenture supplemental thereto, dated as of February 1, 1978, an Eleventh Supplemental Indenture supplemental thereto, dated as of July 15, 1986, a Twelfth Supplemental Indenture supplemental thereto, dated as of April 1, 1988, a Thirteenth Supplemental Indenture supplemental thereto, dated as of July 15, 1990, a Fourteenth Supplemental Indenture supplemental thereto, dated as of November 15, 2012, a Fifteenth Supplemental Indenture

supplemental thereto, dated as of November 15, 2012, and a Sixteenth Supplemental Indenture supplemental thereto, dated as of _____, 2013 (herein collectively called the "Indenture"), to which Indenture reference hereby is made for a description of property mortgaged and pledged, the nature and extent of the security, the terms and conditions upon which the bonds are and are to be secured, and the rights of the Company, of the Trustee and of the registered owners of the bonds in respect thereto. As provided in the Indenture, said bonds are issuable in series for various principal sums, may bear different dates and may mature at different times, may bear interest at different rates and may otherwise vary as in the Indenture provide or permitted. This Bond is one of a series of the bonds created by the Sixteenth Supplemental Indenture and designated therein as "First Mortgage Bonds, [--] Series due [---]" (as stated above, hereinafter referred to as either the "Bonds of the [--] Series" or the "Bonds"), issued under and secured by the Indenture and limited in aggregate principal amount to (\$ _____).

The lien of the Indenture on the property of the Company is subject to the permissible encumbrances as defined in the Indenture.

The Bonds of the [--] Series are not subject to redemption pursuant to Article IV of the Indenture or otherwise under the Indenture at the option of the Company, except as hereinafter in the following three paragraphs of this Bond expressly provided.

The Bonds of the [--] Series are subject to redemption at the option of the Company in whole at any time or in part at any time throughout the life of the Bonds of [--] Series, at a redemption price equal to the greater of (a) the principal amount of the Bonds of the [--] Series together with interest accrued on such Bonds to the date fixed for their redemption, or (b) the present value of the remaining principal and interest payments of the Bonds of the [--] Series, or portions thereof to be redeemed, discounted at a rate known as the "Discount Rate" together with interest accrued on such Bonds to the date fixed for their redemption. The Company will furnish notice to the Trustee and each holder of the Bonds of the [--] Series (by same-day written communication confirmed by the recipient, on a date at least two (2) business days prior to the date fixed for redemption of the Bonds of the [--] Series) of the premium, if any, applicable to such redemption and the calculations, and reasonable detail, used to determine the amount of any such premium.

"Discount Rate" shall mean the sum of (i) 0.50% plus (ii) the yield on actively treated United States Treasury Securities having a maturity (rounded to the nearest month) corresponding to the remaining term of the Bonds of the [--] Series (a) as reported on Page "USD" of the Bloomberg Financial Market Services Screen or, if not available, (b) any other nationally recognized trading screen reporting online intra-day trading in United States Treasury Securities, in either case at 11:00 o'clock A.M. (New York time) on the 5th business day prior to the date fixed for redemption ("Determination Date"), or in the event that no such nationally recognized trading screen reporting online intra-day trading any United States Securities is available, (c) as determined by reference to such other publicly available source of similar market data (published on the date most recently preceding the Determination Date) which shall be designated by the holders of 66⅔% in aggregate principal amount of the outstanding Bonds of the [--] Series. If no maturity exactly corresponds to such remaining term of the Bonds of the [--] Series, yields for the two maturities must closely corresponding to such remaining term of the Bonds of the [--] Series shall be determined pursuant to clause (ii) of the immediately-preceding sentence and the Discount Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of such relevant periods to the nearest month.

On or before the redemption date set forth in the notice described in Article IV of the Indenture, the Company shall deliver to the Trustee a copy of resolutions authorizing such redemption,

certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors of the Company.

In the event that all or substantially all of the property of the Company at the time subject to the lien of the Indenture, or all or substantially all of the property of the Company at the time so subject to the lien which is used or useful in connection with its utility business as defined in the Indenture, shall be released from the lien of the Indenture under the provisions of Article V, Section 3 or Article V, Section 6 thereof, the award or consideration received by the Trustee for such property (together with any other monies held by the Trustee under the Indenture) shall be applied by the Trustee to the redemption in full of all Bonds then outstanding under the Indenture, any monies held for the account of any particular Bonds being applied to the redemption (or payment, if matured) of such Bonds at a redemption price equal to the principal amount thereof, together with accrued interest thereon to the date fixed for redemption. If the monies then in the hands of the Trustee available for such purpose shall not be sufficient for such redemption in full, the Company shall deposit with the Trustee on or before the date fixed for redemption an amount sufficient to enable the Trustee to pay the full redemption prices of the Bonds at the rate or rates applicable, together with interest accrued to such date and all expenses in connection with such redemption. If the Company shall default on its obligation to deposit any such amount with the Trustee, the monies in the hands of the Trustee available for such purpose (together with any monies thereafter received) shall be applied by the Trustee to the partial payment of all Bonds then outstanding under the Indenture, pro rata in proportion to the respective amounts then due and owing thereon for principal, premium (if any) and interest but, until the full amount then due and owing on the Bonds shall have been paid, no such partial payment shall discharge the obligation of the Company on any Bond except to the extent of such partial payment. Notice of any such partial pro rata payment shall be given once by the Trustee to the registered owners of the Bonds within one week after the date fixed for such redemption, and from and after a date to be specified in such notice (to be not earlier than the date upon which such notice is given nor later than ten days after such redemption date) interest shall cease to accrue on the obligation of the Company on the Bonds so called for redemption to the extent that partial payment has been received for said redemption. Subsequently, if any additional monies applicable to an additional partial payment or to the payment of the entire balance then due on the Bonds shall be received by the Trustee, the Trustee shall, with reasonable promptness, give like notice of any such payment (specifying a date within ten days after the date of such notice) with like effect.

The principal of this Bond may be declared or may become due prior to its maturity date, in the manner and with the effect and subject to the conditions provided in the Indenture, upon the happening of an event of default as in the Indenture provided; subject, however, to the right, under certain circumstances, of the registered owners of a majority in principal amount of the Bonds then outstanding (or, if such event of default be a default in the payment of any principal of or premium or interest on the Bonds of any particular series, the registered owners of a majority in the principal amount of the Bonds of such series then outstanding) to annul such declaration.

In case the Company shall be consolidated with or merged into any other corporation, or all or substantially all of the mortgaged property as an entirety or substantially as an entirety shall be conveyed or transferred, subject to the lien of this Indenture, the corporation resulting from such consolidation, or into which the Company shall have been merged, or which shall have received such conveyance or transfer, may elect to exchange its bonds for bonds outstanding under the Indenture, including the Bonds of the [--] Series, subject to the conditions and in the manner provided in the Indenture.

To the extent permitted by, and as provided in, the Indenture, any amendments or modifications: (1) to the original Indenture; (2) to any Indenture supplemental thereto; (3) to the rights and obligations of the Company; and (4) to the rights and obligations of the owners of the Bonds issued and to be issued thereunder, may be made with the consent of the Company by the written consent of the registered

owners of not less than sixty-six and two-thirds percent ($66\frac{2}{3}\%$) in principal amount of the Bonds then outstanding under the Indenture; provided that any amendment or modification which will affect the rights under the Indenture or any Indenture supplemental thereto of the owners of one or more, but less than all, of the Series of Bonds outstanding under the Indenture or which will amend or modify any exclusive benefit covenant (as defined in the Indenture) may be made only with the consent of the Company and the written consent of the registered owners of not less than sixty-six and two-thirds percent ($66\frac{2}{3}\%$) in principal amount of the Bonds of the Series so affected or the Bonds of the Series for the protection or benefit of which such exclusive benefit covenant is made, as the case may be, then outstanding under the Indenture (unless in the case of any exclusive benefit covenant some other percentage of bonds is provided in the Supplemental Indenture establishing the exclusive benefit covenant), and may be made with the written consent of the registered owners of said principal amount of the Bonds of such Series without any requirement for the consent of owners of bonds outstanding under the Indenture which are not affected by such amendment or modification; provided, however, that except with the written consent of the registered owner of this Bond no amendment or modification shall be made which will permit the extension of time or times of payment of the principal of or the interest on this Bond, or a reduction in the principal amount hereof or the premium (if any) or the rate of interest hereon, or otherwise affect the terms of payment of the principal of, or premium (if any) or interest on, this Bond, or reduce the percentage of principal amount of bonds with the consent of the registered owners of which is required for the modification or alteration of the Indenture, or of any Indenture supplemental thereto.

This Bond is transferable by the registered owner hereof, in person or by duly authorized attorney, on books of the Company to be kept for that purpose at the corporate trust office of the Trustee in the City of Cleveland, Ohio (or, if there be a successor Trustee, at its office), upon surrender hereof at such office for cancellation and upon presentation of a written instrument of transfer duly executed, and thereupon the Company shall issue in the name of the transferee or transferees, and the Trustee shall authenticate and deliver, a new registered Bond or Bonds of the [--] Series, in authorized denominations, of the like aggregate principal amount; and the registered owner of any Bond or Bonds of the [--] Series may surrender the same as aforesaid at said office in exchange for like aggregate principal amount of Bonds of like form, in authorized denominations; all upon payment of the charges and subject to the terms and conditions specified in the Indenture.

The Company and the Trustee may treat the registered owner of this Bond as the absolute owner hereof for the purpose of receiving payment hereof, or on account hereof, and for all other purposes.

No recourse under or upon any obligation, covenant or agreement contained in the Indenture or any Indenture supplemental thereto, or in any Bond thereby secured, or because of any indebtedness thereby secured, shall be had against any incorporator, or against any past, present, or future stockholder, officer or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, under any constitution, statute, or rule of law or equity, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise; it being expressly agreed and understood that the Indenture, any Indenture supplemental thereto and obligations thereby secured are solely corporate obligations, and that no personal liability whatever shall attach to, or be incurred by, such incorporators, stockholders, officers or directors, as such, of the Company, or of any successor corporation, or any of them, because of the incurring of the indebtedness thereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in the Indenture or in any Indenture supplemental thereto or in any of the Bonds of coupons thereby secured, or implied therefrom.

This Bond shall not be entitled to any benefit under the Indenture, or any Indenture supplemental thereto, and shall not become valid or obligatory for any purpose, until The Bank of New York Mellon

Trust Company, N.A., as the Trustee under the Indenture, or successor Trustee thereunder, shall have signed the form of authentication certificate endorsed hereon.

IN WITNESS WHEREOF, Aqua Ohio, Inc. has caused this Bond to be signed in its name by its President or a Vice President and its corporate seal to be hereto affixed and attested by its Secretary or an Assistant Secretary, and this Bond to be dated _____, 2013.

AQUA OHIO, INC.

By: _____
President or Vice President

ATTEST:

By: _____
Secretary or Assistant Secretary

[FORM OF TRUSTEE AUTHENTICATION CERTIFICATE]

TRUSTEE'S AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds, of the Series designated therein, described in the within-mentioned Fifteenth Supplemental Indenture.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., AS TRUSTEE

By: _____
Authorized Signatory

This Bond has not been registered under the Securities Act of 1933 or any other similar law. This Bond may not be sold, pledged or otherwise transferred, in whole or in part, unless (i) then registered under the Securities Act of 1933 and any applicable state securities laws or (ii) such sale, pledge or other transfer is exempt from such registration.

ARTICLE II

Issuance Of Bonds Of The [--] Series

The Bonds of the [--] Series, as hereinabove defined, may be executed by the Company and delivered to the Trustee for authentication, and shall be authenticated and delivered by the Trustee to or upon the order of the Company (which authentication and delivery may be made without waiving the filing or recording of this Sixteenth Supplemental Indenture), upon receipt by the Trustee of the resolutions, certificates, order, opinions, and other instruments required by

the provisions of Article II, Section 1 of the Original Indenture to be received by the Trustee as a condition to the authentication and delivery of Bonds.

ARTICLE III

Exclusive Benefit Covenants

The covenants, agreements and conditions contained in Article I are solely for the protection and benefit of the registered owners of the Bonds of the [--] Series and are, therefore, exclusive benefit covenants, and exclusive right to (i) require the Trustee to declare default under, (ii) waive default under, (iii) waive compliance with, or (iv) amend, any of such exclusive benefit covenants shall be vested solely in the registered owners of a majority in principal amount of the Bonds of the [--] Series then outstanding. No benefits by reason of such exclusive benefit covenants shall be deemed to be conferred upon persons other than the registered owners of the Bonds of the [--] Series, the Trustee and the Company.

ARTICLE IV

Additional Covenants And Amendments

Section 1. In order to add to the conditions, limitations and restrictions contained in the Indenture and the Supplemental Indentures, the Company hereby covenants and agrees that so long as any Bonds of the [--] Series due [---] remain outstanding, without the consent of the holders of two-thirds in principal amount of the Bonds of [--] Series due [---]:

A. The provisions of Section 8 of Article III of the Original Indenture shall remain in full force and effect.

B. The limitations with respect to the execution, authentication and delivery of additional bonds and the limitation with respect to prior liens as set forth in Sections 3, 4 and 7 of Article II of the Original Indenture, instead of the seventy percent (70%) stipulated therein, shall be sixty-six and two-thirds percent (66 2/3%) of the cash cost or fair value, as defined in said Sections, of property constructed or acquired subsequent to October 31, 1951.

C. No additional bonds ("Additional Bonds") may be issued under the Indenture unless either (a) the Company's net earnings for a period of twelve consecutive calendar months within the fifteen calendar months next preceding the issuance of Additional Bonds shall have been at least 175% of pro forma (i.e. giving effect to the issuance of the Additional Bonds) annual interest charges on total first Mortgage Bonds to be outstanding ("Pro Forma Charges"), or (b) the Company's net earnings for such twelve-month period, adjusted for rate increases approved by the appropriate public authorities at the time of the computation, but which were not in effect during the entire twelve-month period, shall be at least 200% of the Pro Forma Charges. As used herein, the term "net earnings" shall mean the net income of the Company plus federal and state income taxes and interest charges on indebtedness, deducted in determining net income in accordance with generally accepted accounting principles consistently applied, but excluding any gains or losses on the sale or other disposition, not in the ordinary course of business, of

investments or fixed or capital assets and any taxes on such excluded gains and any tax deductions or credits arising from such excluded losses.

D. The Company shall not merge or consolidate with any other corporation unless (a) the Company or another wholly- or majority-owned domestic subsidiary of Aqua Ohio, Inc. is the surviving corporation, (b) the funded debt of the surviving corporation outstanding immediately after such merger or consolidation could then be issued or incurred pursuant to the provisions of the Indenture, as supplemented, and (c) the surviving corporation expressly assumes the Company's outstanding bonds under the Indenture. The Company shall not sell, lease, transfer or otherwise voluntarily dispose of (except under threat of condemnation) more than 10% of its assets, properties or business to any person, firm, corporation, municipality or municipal authority if the effect would be to cause or permit the premature redemption of the Bonds of the [--] Series due [---] other than pursuant to Article I (D) hereof.

Section 2. The holders of the Bonds of [--] Series due [---] shall, upon request of the Company, consent to an amendment to the Indenture providing that the last paragraph of Section 3(B)(1) of Article II of the Indenture, as such Section 3(B)(1) was amended by the First Supplemental Indenture, be deleted.

ARTICLE V

Concerning the Trustee

The Trustee hereby accepts the trust hereby declared and provided upon the terms and conditions in the Indenture, the Supplemental Indentures, and in this Sixteenth Supplemental Indenture set forth.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Sixteenth Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Nor shall the Trustee be answerable or accountable for anything whatsoever in connection with this Sixteenth Supplemental Indenture except for its negligence or bad faith. In general, each and every term and condition contained in Article XI of the Original Indenture shall apply to this Sixteenth Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Sixteenth Supplemental Indenture.

ARTICLE VI

Miscellaneous Provisions

Section 1. The Original Indenture, as heretofore supplemented, is in all respects confirmed, except as herein otherwise specified and except as to property or rights described therein which may have been sold, released or disposed of pursuant to the terms of the Original Indenture, as heretofore supplemented.

Section 2. This Sixteenth Supplemental Indenture may be simultaneously executed in any number of counterparts and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said Aqua Ohio, Inc. and The Bank of New York Mellon Trust Company, N.A., have caused these presents to be signed in their respective corporate names by their respective President or Vice President, and impressed with their respective corporate seals, attested, in the case of Aqua Ohio, Inc., by its Secretary or an Assistant Secretary, all as of the day and year first above written.

AQUA OHIO, INC.

By: _____
Printed Name: _____
Title: President

Attest: _____
Secretary

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., AS TRUSTEE

By: _____
Printed Name: _____
Title: _____

COUNTY OF _____)
)ss:
STATE OF _____)

Personally appeared before me, a Notary Public in and for said County and State, _____, President and _____, Secretary, of Aqua Ohio, Inc, the corporation which executed the foregoing instrument as party of the first part, to me known and known to me to be such President and Secretary, who severally acknowledged that they did sign and seal the foregoing instrument as such President and Secretary for and on behalf of said corporation, and that the same is their free act and deed individually and as such President and Secretary, and the free and corporate act and deed of said Aqua Ohio, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2012.

Notary Public

My Commission Expires

COUNTY OF _____)
)ss:
STATE OF _____)

Personally appeared before me, a Notary Public in and for said County and State, _____, _____ of The Bank of New York Mellon Trust Company, N.A., which executed the foregoing instrument as party of the first part, to me known and known to me to be such _____ who severally acknowledged that she did sign and seal the foregoing instrument as such _____ for and on behalf of said corporation, and that the same is her free act and deed individually and as such _____ and the free and corporate act and deed of The Bank of New York Mellon Trust Company, N.A.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____, this _____ day of _____, 2012.

Notary Public

My Commission Expires

SUMMARY OF TERMS AND CONDITIONS

Issuer:	Aqua Ohio, Inc. ("Aqua Ohio" or the "Company").
Issue:	First Mortgage Obligation Senior Notes (the "Notes").
Principal Amount:	[\$85,000,000]
Ranking:	The Notes will be issued under the Company's Mortgage Indenture, which constitutes a first priority lien on substantially all of its owned tangible and intangible assets. The Notes will be secured equally and ratably with all other obligations outstanding, now or in the future, issued under the Mortgage Indenture.
Use of Proceeds:	To repay existing indebtedness and general corporate purposes.
Target Maturities:	10 to 30 year bullet maturities.
Interest Rate:	To be determined at the Circle Date and calculated at a spread above the yield of the appropriate US Treasury Note as shown on Bloomberg PX1.
Closing Date:	Expected on or before [April 30, 2013].
Interest Payable:	Interest on the Notes shall be calculated on the basis of twelve 30-day months in a 360-day year and shall be payable semi-annually in arrears every [March 1] and [September 1], commencing [September 1, 2013].
Principal Repayments:	The entire Principal Amount of the Notes will be due at Maturity.
Optional Prepayment:	The Notes may be prepaid, in whole or in part at any time, at the greater of: i) par plus accrued interest; or ii) the present value of the remaining scheduled principal and interest payments on the Notes, discounted at a rate equal to the yield on the Treasury Note with a maturity corresponding to the average life remaining on the Notes plus 50 basis points, plus accrued interest.
Reporting Requirements:	<p>The Company shall provide:</p> <ul style="list-style-type: none">i. Quarterly financial reports within [60] days of quarter-end;ii. Yearly audited financial reports within [120] days of fiscal year-end;iii. Promptly upon receipt, a copy of (i) any other report submitted to the Company by an independent accountant or (ii) a "reportable event" or "prohibited transaction" under ERISA; Notice of Default or Event of Default immediately upon becoming aware of their existence by prompt written notice;

- iv. Other data and information that the Purchaser(s) may reasonably request with reasonable promptness (excluding management letters and accountant certificates);
- v. Officer's certificates with respect to covenant compliance and Events of Default (please note that an Accountant's Certificate will not be provided); and
- vii. Inspection rights to Purchasers as reasonably requested.

Affirmative Covenants: In addition to the affirmative covenants set forth in the Mortgage Indenture, the Note Purchase Agreement provides for the following affirmative covenants:

[PNC to review all covenants in Mortgage Indenture to determine additions here]

Negative Covenants: In addition to the negative covenants set forth in the Mortgage Indenture, the Note Purchase Agreement provides for the following negative covenants:

[PNC to review all covenants in Mortgage Indenture to determine additions here]

Events of Default and Remedies:

Events of Default and remedies shall be as defined and as limited to those set forth in [Article] of the Mortgage Indenture. The Notes shall be subject to acceleration as and to the extent provided in the Mortgage Indenture. Upon the Notes becoming due and payable under the Mortgage Indenture, the entire unpaid principal amount of such Notes, plus (x) all accrued and unpaid interest thereon and (y) the Make-Whole Amount, if any, determined in respect of such principal amount, shall all be immediately due and payable, in each and every case, without presentment, demand, protest or further notice, all of which are waived.

Legal Counsel: It is recommended that the Purchaser(s) utilize [Stradley Ronon Stevens & Young, LLP], to draft the Note Purchase Agreement and related agreements.

[Rest of Page Intentionally Left Blank]

Exhibit B

Aqua Ohio, Inc
Balance Sheet
As of December 31, 2012
(Unaudited)

ASSETS	Current Year	Prior Year
	December 31, 2012	December 31, 2011
Property, Plant Equipment At Cost	\$458,119,182	\$277,485,146
Construction Work In Progress	\$8,989,570	\$4,041,458
Sub-Total	\$467,108,752	\$281,526,604
Less: Allowance For Depreciation	(\$117,897,769)	(\$64,765,285)
Net Plant	\$349,210,983	\$216,761,319
Current Assets:		
Cash	\$1,354,965	\$1,064,149
Accounts Receivable, net	\$7,416,794	\$2,968,632
Accounts Receivable, Other Affiliates	\$15,034,531	\$3,019,470
Unbilled Revenue	\$4,672,492	\$1,830,171
Materials and Supplies	\$1,308,532	\$618,114
Prepayments	\$2,707,114	\$1,432,588
Taxes Receivable		
Sub-Total	\$32,494,428	\$10,933,124
Deferred Debits:		
Unamortized Debt Expense	\$2,904,586	\$2,918,232
Regulated Assets	\$14,221,879	\$4,498,508
Restricted Cash		
Other (Describe)	\$4,043,612	\$3,254,970
Sub-Total	\$21,170,077	\$10,671,710
Total Assets	\$402,875,488	\$238,366,153

Aqua Ohio, Inc.
Balance Sheet
As of December 31, 2012
(Unaudited)

LIABILITIES AND CAPITAL	Current Year December 31, 2012	Prior Year December 31, 2011
Stockholders' Equity:		
Common Shares @\$10 Stated Value, 300,000 shares authorized & 259,800 shares served and outstanding	\$2,598,000	\$2,598,000
Capital Surplus	\$57,762,670	\$14,555,055
Reinvested Earnings	\$49,168,755	\$39,142,712
Sub-Total	\$109,529,425	\$56,295,767
Long-Term Debt:		
Note to Aqua America Inc	\$8,000,000	\$8,000,000
First Mortgage Bonds	\$13,300,000	\$4,100,000
Ohio Water Development Authority	\$42,185,000	\$42,470,000
DWAF Capitalization	\$1,106,087	\$0
Sub-Total	\$64,591,087	\$54,570,000
Notes Payable Short-Term Debt	\$64,149,947	\$5,449,947
Total Capitalization	\$238,270,459	\$116,315,714
Current Liabilities:		
Current Portion of Long-Term Debt	\$348,989	\$300,000
Accounts Payable, Trade	\$3,827,597	\$1,969,918
Accounts Payable, Affiliates	\$1,121,398	\$495,201
Accrued Income Taxes, Federal	\$4,028,538	\$1,152,937
Accrued Interest	\$812,770	\$747,287
Other Current Liabilities	\$18,738,790	\$9,145,654
Sub-Total	\$28,878,082	\$13,810,997
Deferred Credits:		
Customers' Advances For Construction	\$6,070,944	\$199,359
Deferred Federal Income Taxes	\$22,041,681	\$20,477,464
Unamortized Investment Tax Credit	\$355,509	\$405,091
Regulatory Liabilities	\$6,431,347	\$4,309,910
Other	\$11,716,283	\$4,425,104
Sub-Total	\$46,615,764	\$29,816,928
Contributions In Aid Of Construction	\$89,111,183	\$78,422,514
Total Assets	\$402,875,488	\$238,366,153

Exhibit C

Aqua Ohio, Inc.
Statement of Income and Reinvested Earnings
(Unaudited)

	Twelve Months Ended December 31, 2012	Twelve Months Ended December 31, 2011
Operating Revenue	\$78,609,766	\$46,636,884
Operating Expenses:		
Operations	\$33,246,558	\$19,441,950
Maintenance		
Depreciation	\$8,465,812	\$5,328,379
Amortization	\$1,291,213	\$908,661
Taxes, Other Than Income Taxes	\$16,670,029	\$10,259,928
Income Taxes: Federal	\$5,330,211	\$2,740,310
Sub-Total	\$65,003,823	\$38,679,228
Operating Income	\$13,605,943	\$7,957,656
Other Income:		
Interest Charged To Construction	\$32,957	\$14,346
Gains (Loss) From Sale of Property	\$77,072	\$28,350
Sub-Total	\$110,029	\$42,696
Income Before Debt Expense	\$13,715,972	\$8,000,352
Debt Expense:		
Interest On Long-Term Debt	\$3,301,964	\$2,814,771
Other Interest Expense (income)	\$387,965	
Sub-Total	\$3,689,929	\$2,814,771
Income Before Extraordinary Items	\$10,026,043	\$5,185,581
Extraordinary Items Less Related Income Taxes	\$0	\$0
Net Income	\$10,026,043	\$5,185,581
Net Income Available For Common	\$10,026,043	\$5,185,581
Common Dividend Declared	\$0	(\$6,100,000)
Other	\$0	\$0
Reinvested Earnings For Period	\$10,026,043	(\$914,419)
Reinvested Earnings Beginning of Period	\$39,142,712	\$40,057,131
Reinvested Earnings End Of Period	<u>\$49,168,755</u>	<u>\$39,142,712</u>

Exhibit D

AQUA OHIO, Inc.

FINANCIAL FORECAST

	<u>2013</u>	<u>2014</u>
Operating Revenues	\$ 93,419,975	\$ 96,484,300
O&M Expenses	39,501,841	41,512,085
Depreciation	10,139,442	10,828,442
Amortizations	1,494,770	1,444,215
Taxes Other	21,037,397	21,564,842
Income Taxes	5,585,197	5,469,310
Sub total	<u>77,758,647</u>	<u>80,818,894</u>
Gross Income	15,661,328	15,665,406
Interest (net)	5,288,810	5,552,636
Net Income	<u>\$ 10,372,518</u>	<u>\$ 10,112,770</u>

Exhibit E

AQUA OHIO, INC
CAPITALIZATION

Shareholder's Investment	As of		Pro-Forma
	December 31, 2012		December 31, 2012
Common Stock	\$	2,598,000	\$ 2,598,000
Paid-in-Capital		57,762,670	57,762,670
Earned Surplus		49,168,755	8,000,000
		109,529,425	8,000,000
			117,529,425
<u>Long-Term Debt</u>			
Note to Aqua america Inc.		8,000,000	8,000,000
First Mortgage Bonds		4,100,000	85,000,000
Ohio Water Development Bonds		42,185,000	-31,475,000
DWAF Capitalization		1,155,076	1,155,076
Allstate Life		9,500,000	9,500,000
		64,940,076	53,525,000
			118,465,076
<u>Short-Term Debt</u>		64,149,947	-61,525,000
			2,624,947
TOTAL CAPITALIZATION	\$	238,619,448	\$ - \$ 238,619,448

Exhibit F

AQUA OHIO INC
STATEMENT OF CASH FLOW

	PRIOR YEAR PER AUDIT 12/31/11	CURRENT YR ENDING 12/31/12
Cash flows from operating activities:		
Net income	5,185,581	10,026,043
Noncash items in net income:		
Depreciation & amortization	6,237,041	9,924,009
Deferred income taxes	1,389,123	(8,991,189)
Stock based compensation	27,434	189,039
Gain on sale of other assets	(28,350)	(77,072)
Net change in A/R, invent & prepayments	(908,052)	(13,699,217)
Net change in A/P & other accruals	2,951,651	9,988,626
Net change in accrued interest	(15,241)	(58,990)
Payment of Competitive Transition Charge	0	0
Other	(838,381)	2,229,472
Net cash flows from operating activities	<u>14,000,806</u>	<u>9,530,721</u>
Cash flows from investing activities:		
Purchase of fixed assets	(9,184,755)	(20,386,408)
Acquisitions of water/ww systems	0	11,787,241
Increase in funds restricted for construction	0	0
Decrease in funds restricted for construction	0	0
Net proceeds from sale(purchases) of other assets	28,350	920,520
Other ROUNDING	0	0
Net cash flows from investing activities	<u>(9,156,405)</u>	<u>(7,678,647)</u>
Cash flows from financing activities:		
CAC & CIAC	385,745	495,228
Repayments of customers' advances	(10,160)	(62,100)
Net proceeds (repayments) of short-term debt	2,350,000	(1,300,000)
Proceeds from long-term debt	0	0
Repayments of long-term debt	(700,000)	(694,388)
Proceeds from issuing preferred stock	0	0
Payments to redeem preferred stock	0	0
Proceeds from issuing common stock	0	0
Repurchase of common stock	0	0
Dividends paid on preferred stock	0	0
Dividends paid on common stock	(6,100,000)	0
Other	0	0
Net cash flows from financing activities	<u>(4,074,415)</u>	<u>(1,561,260)</u>
Net increase (decrease) in cash	769,986	290,814
Cash and equivalents at beginning of year	<u>294,163</u>	<u>1,064,149</u>
Cash and equivalents at end of period	<u>1,064,149</u>	<u>1,354,963</u>

Exhibit G

AQUA OHIO INC
STATEMENT OF COMMON STOCKHOLDER'S EQUITY
PERIOD ENDED DECEMBER 31, 2012

	Common Stock	Capital in excess of par value	Retained Earnings
Balance at December 31, 2011	\$ 2,598,000	\$ 14,555,055	\$ 39,142,712
Net Income	\$ -	\$ -	\$ 10,026,043
Common Stock Dividends	\$ -	\$ -	\$ -
Capital Contribution Aqua America Inc	\$ -	\$ 43,207,615	
Balance at December 31, 2012	<u>\$ 2,598,000</u>	<u>\$ 57,762,670</u>	<u>\$ 49,168,755</u>

Total Common
Stockholder's
Equity

\$ 56,295,767

\$ 10,026,043

\$ -

\$ 43,207,615

\$ 109,529,425