BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Joint Application of Aqua Ohio, Inc., Mohawk Utilities, Inc., and Tomahawk Utilities, Inc. for Approval of the Transfer of Assets and Substitution of Service.	)	Case No. 14-1840-WW-ATR
In the Matter of the Joint Application of Aqua Ohio, Inc. and Mohawk Utilities, Inc. for Approval to Transfer Certificate of Public Convenience and Necessity No. 41.	)	Case No. 14-1848-WW-ATC
In the Matter of the Application of Aqua Ohio, Inc. to Amend Certificate of Public Convenience and Necessity No. 30.	)	Case No. 14-1842-WW-AAC
In the Matter of the Application of Aqua Ohio, Inc. for Approval to Amend Tariff Pages and Change Bill Formats.	)	Case No. 14-1843-WW-ATA

APPLICATION

In accordance with R.C. 4905.48, R.C. 4933.25, and applicable provisions of the Ohio Adm. Code, Aqua Ohio, Inc. (Aqua), Mohawk Utilities, Inc. (Mohawk), and Tomahawk Utilities, Inc. (Tomahawk) (collectively, Joint Applicants) respectfully request that the Commission approve the following:

(i) Aqua's purchase of the assets and properties of Mohawk and Tomahawk;

(ii) the transfer of Mohawk's Certificate of Public Convenience and Necessity No. 41;

(iii) the amendment of Aqua's Certificate of Public Convenience and Necessity No. 30;

(iv) Aqua's adoption of the tariffs of Mohawk and Tomahawk;

(v) the revision of Mohawk and Tomahawk's bill formats to conform with Aqua's;

(vi) the removal of Mohawk and Tomahawk from the rolls of Commission-regulated utilities; and

(vii) the waiver of any hearing under R.C. 4905.48 or any applicable Commission rule.

To enable the timely closing of these transactions, the Joint Applicants respectfully request that the Commission issue an order approving this Application by no later than December 31, 2014. In support of this Application, the Joint Applicants state as follows:

1. Each of the Joint Applicants is a "public utility" and "water-works company" as defined in R.C. 4905.02(A) and 4905.03(G) and thus subject to the Commission's jurisdiction.

2. Aqua's principal place of business is 6650 South Avenue, Boardman, Ohio 44512. Aqua provides water-works service to approximately 155,400 customers in Ohio.

3. Mohawk and Tomahawk's principal place of business is 7326 Canton Road NW, Malvern, Ohio 44644. Mohawk and Tomahawk provide water-works service, respectively, to approximately 950 customers and approximately 260 customers in Ohio.

TRANSFER OF ASSETS AND PROPERTIES

4. Under R.C. 4905.48(B) and (C), a public utility "may purchase" or "may sell" "the property, plant, or business of any other such public utility," subject to Commission approval.

5. The Joint Applicants have entered into two Assets Purchase Agreements, between Aqua and Mohawk and Aqua and Tomahawk (collectively, the Agreements), which are attached to this Application as Exhibits 1 and 2. In substance, the Agreements provide that Aqua will purchase the assets and properties of Mohawk and Tomahawk under specified terms and conditions. The Agreements also provide that Aqua will purchase certain parcels of and interests in real estate to provide necessary easements for sanitary control. After closing, Aqua will own

and operate Mohawk's and Tomahawk's water-works systems and provide service to their customers.

6. The object and purpose of the transaction is to ensure the continued provision of just and reasonable service to the customers of Mohawk and Tomahawk. Aqua and its predecessors have operated water and wastewater systems in Ohio for decades. Aqua has the financial, managerial, and technical capability to provide safe, adequate, and reliable water-works service in the areas currently served by Mohawk and Tomahawk. Aqua will continue to provide service to Mohawk's and Tomahawk's customers under the rates approved as just and reasonable in Case No. 07-981-WW-AIR (Mohawk's most recent rate case) and Case No. 05-1579-WW-AIR (Tomahawk's most recent rate case). The Joint Applicants will provide for the orderly transfer of management with no interruption of service during the transition process. For these reasons, the transaction will result in the provision of necessary and adequate service at just and reasonable rates.

7. The Application does not include any request for the issuance of any securities, financing fees, or goodwill.

8. To enable the timely closing of these transactions, the Joint Applicants respectfully request that the Commission issue an order approving this Application no later than December 31, 2014.

9. The Joint Applicants will provide any notices deemed necessary by the Commission to advise Mohawk's and Tomahawk's customers of the filing or approval of this Application. A proposed draft notice of the filing of the Application is attached as Exhibit 6.

TRANSFER OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY NO. 41 AND AMENDMENT OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY NO. 30.

10. In accordance with Ohio Adm. Code 4901:1-15-07 and -09, the Joint Applicants also request the transfer to Aqua of Mohawk's Certificate of Pubic Convenience and Necessity (Certificate) No. 41 and the amendment of Aqua's Certificate No. 30 to include the areas currently served by Tomahawk.

11. Aqua holds several certificates, including Certificate No. 30, which authorizes service to the Lake Erie Division. Case No. 07-675-WW-AAC. Mohawk holds Certificate No. 41. Case No. 01-2466-WW-ACE. Tomahawk was established before October 3, 1969, and thus is "grandfathered" under R.C. 4933.25. *In re Application of Tomahawk*, Case No. 08-349-WW-ACE, Finding & Order at 1 (Feb. 25, 2009).

12. The Application satisfies the requirements of Ohio Adm. Code 4901:1-15-09. The Application is a joint application. *Id*. 4901:1-15-09(B). The Application provides conformed copies of all pertinent agreements, including those pertaining to the transfer of ownership and control of the water-works system specified in Certificate No. 41. *Id*. 4901:1-15-09(C); *see* Exhibit 1. Aqua will provide service under the same rates, charges, and rules and regulations as those currently on file for Mohawk and Tomahawk, and has filed as Exhibit 4 cover pages identifying Aqua as the utility providing service. *Id*. 4901:1-15-09(D).

13. Given that Mohawk currently holds Certificate No. 41, Ohio Adm. Code 4901:1-15-09(F) applies to the Mohawk acquisition. It is not clear whether this subdivision applies to the Tomahawk acquisition, because it is providing service as "grandfathered" under R.C. 4933.25. Subdivision (F) provides that "[i]f transferring the certificate results in a change in the information required by rule 4901:1-15-05 of the Administrative Code, this information shall be updated." The transfer will not result in any substantial change in the information required by

Ohio Adm. Code 4901:1-15-05. Because it is not clear whether a metes and bounds description of Mohawk's service area has previously been filed under Ohio Adm. Code 4901:1-15-05(D)(6), Aqua is preparing, and will file as a late-filed Exhibit 3, a recently prepared metes and bounds description. The filing of the description does not reflect any change in the Mohawk service area. A proposed notice under Ohio Adm. Code 4901:1-15-05(D)(21) is also filed as Exhibit 6. To the extent any other information required under Ohio Adm. Code 4901:1-15-05 is subject to *de minimis* change, Aqua respectfully requests a waiver of this requirement. Good cause exists for such waiver, because (*a*) the proposed expansion is proportionally small (increasing Aqua's customer base by less than one percent); (*b*) Aqua's management practices, operations, financial condition, and tariffs were recently subject to thorough review in Case No. 13-2124-WW-AIR; and (*c*) the Joint Applicants will provide on request any documentation that the Commission or its Staff requires to evaluate this Application.

14. Ohio Adm. Code 4901:1-15-09(F) also requires the Application to provide four items of information regarding the transfers. For the executive summary of the terms and conditions of the transfer required under subdivision (F)(1), Aqua requests that the Commission accept the foregoing provisions of this Application describing the Transfer of Assets and Properties. In accordance with subdivision (F)(2), the Assets Purchase Agreement between Aqua and Mohawk is attached as Exhibit 1. In accordance with subdivision (F)(3), the transaction is a cash acquisition and thus no financing is required or planned. Finally, given the Commission's recent thorough review of Aqua's operations in Case No. 13-2124-WW-AIR, and given the great differences in the Joint Applicants' size and business model, the Joint Applicants request a waiver of subdivision (F)(4)'s requirement of a description and comparison of the parties' operations.

15. Aqua also requests the amendment of Certificate No. 30 to include the Tomahawk service area under Ohio Adm. Code 4901:1-15-07. In accordance with subdivision (B)(1), Aqua states that no additional construction will be necessary to serve these territories. In accordance with Ohio Adm. Code 4901:1-15-05(D)(6), Aqua is preparing and will file as a late-filed Exhibit 3 a metes and bounds description of the area in which service is to be rendered pursuant to the authority sought. The filing of the description does not reflect any change in the Tomahawk service area. The proposed notice required under Ohio Adm. Code 4901:1-15-05(D)(21) is filed as Exhibit 6. The Joint Applications request that the Commission accept the appended verifications in lieu of the affidavits required by Ohio Adm. Code 4901:1-15-05(D)(22). Because the acquisition will not result in any other substantial change in the information required by Ohio Adm. Code 4901:1-15-05, Aqua does not believe that it is necessary to update and file the other exhibits required under Ohio Adm. Code 4901:1-15-07(D). Moreover, to the extent any of these exhibits are subject to *de minimis* change, Aqua respectfully requests a waiver of this requirement for the reasons stated above. *See supra* ¶ 13.

16. Because the transfer may be approved under Ohio Adm. Code Chap. 4901:1-15, the provisions of Ohio law governing the abandonment or substitution of service do not apply. *See, e.g.*, *In re Application of The East Ohio Gas Company d/b/a Dominion East Ohio*, Case No. 11-4324-GA-ATR, Finding and Order at 3–4 (Aug. 17, 2011) (a "transfer[of service] directly from one regulated utility to another, with no interruption in service," is not an "abandonment" of service under R.C. 4905.20 or 4905.21).

ADOPTION OF THE TARIFFS OF MOHAWK AND TOMAHAWK

17. The Joint Applicants also request that the Commission approve Aqua's adoption of Mohawk's and Tomahawk's existing tariffs, respectively, P.U.C.O. No. 3 and P.U.C.O. No. 2.

18. Aqua will initially provide service to Mohawk's and Tomahawk's customers under the rates, terms, and conditions of service provided in their tariffs currently in effect. Aqua intends eventually to include Mohawk and Tomahawk customers under rate schedules and tariff provisions common to other Aqua customers, but at this time requests only the Commission's approval to adopt Mohawk's and Tomahawk's tariffs.

MODIFICATION OF BILL FORMAT

19. In accordance with Ohio Adm. Code 4901:1-15-23(B), Aqua also requests authority to conform Mohawk's and Tomahawk's bill formats to Aqua's existing bill format after the transaction is closed.

20. The proposed bill formats are attached to this Application as Exhibit 5.

REMOVAL OF MOHAWK AND TOMAHAWK FROM THE ROLLS OF COMMISSION-REGULATED UTILITIES

21. The Joint Applicants also request, upon the closing of the Agreements, that both Mohawk and Tomahawk be removed from the rolls of Commission-regulated utilities. Following the closing of the transactions, Aqua will own and operate Mohawk's and Tomahawk's assets and furnish water-works service to their customers. At that time, Mohawk and Tomahawk will cease to be "engaged in the business of supplying water through pipes or tubing, or in a similar manner, to consumers within this state," R.C. 4905.03(G), and thus cease to be public utilities under Ohio law.

REQUEST FOR WAIVER OF HEARING

22. The Joint Applicants request that the Commission waive any hearing under R.C. 4905.48 or any applicable Commission rule. The Application requests no change in rate, and the approval of the Application will not have any detrimental impact on the quality or reliability of service to customers. Granting the requested waiver will minimize the cost and expense of

preparing and processing this Application and will not hinder the Commission's review of the Application, as the Joint Applicants will provide on request any documentation that the Commission or its Staff requires to evaluate this Application. The Commission has waived the requirement of holding a hearing in similar circumstances. *See In re Joint Application of American Waterworks Co., Ohio American Water Co., & Aqua Ohio, Inc.*, Case No. 11-5102-WS-ATR, Finding and Order at 11 (Feb. 14, 2012); *In re Application of Aqua Ohio, Inc. and Seneca Utilities, Inc.*, Case No. 05-347-WW-UNC, Finding and Order (Apr. 27, 2005).

EXHIBIT LIST

23. In support of the Application, Joint Applicants submit the following exhibits:

Exhibit 1: Assets Purchase Agreement between Aqua and Mohawk

Exhibit 2: Assets Purchase Agreement between Aqua and Tomahawk

Exhibit 3: Metes and bounds description of Mohawk and Tomahawk service areas (*will be filed as a late-filed exhibit*)

Exhibit 4: Proposed tariff cover pages

Exhibit 5: Proposed revised bill formats

Exhibit 6: Proposed legal notice of Application

WHEREFORE, Joint Applicants respectfully request that the Commission issue a Final Order on or before December 31, 2014, approving this Application as submitted, and granting all other necessary and proper relief.

Dated: October 17, 2014

Respectfully submitted,

/s/ Andrew J. Campbell

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ATTORNEYS FOR AQUA OHIO, INC.

VERIFICATION

STATE OF OHIO)
) SS
COUNTY OF MAHONING)

Before me, a Notary Public for the State of Ohio, personally appeared Edmund P. Kolodziej, Jr., who first having been sworn, deposed and said that he is the President of Aqua Ohio, Inc., that he has read the foregoing Application, and that the statements set forth therein are true and accurate to the best of his knowledge and belief.

By: _____
Edmund P. Kolodziej, Jr.
President

Subscribed and sworn before me, a notary public, this 16 day of October 2014.

_____
Notary Public

Christine Snarey
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires May 11, 2019

VERIFICATION

STATE OF OHIO)
) SS
COUNTY OF MAHONING)

Before me, a Notary Public for the State of Ohio, personally appeared Christine Snarey, who first having been sworn, deposed and said that she is Assistant Secretary of Aqua Ohio, Inc., that she has read the foregoing Application, and that the statements set forth therein are true and accurate to the best of her knowledge and belief.

By: Christine Snarey
Christine Snarey
Assistant Secretary

Subscribed and sworn before me, a notary public, this 17 day of October 2014.

Robin Stape
Notary Public

ROBIN STAPE, NOTARY PUBLIC
COMM. EXP. SEPTEMBER 29, 2018
STATE OF OHIO

VERIFICATION

STATE OF OHIO)
) SS
COUNTY OF Carroll)

Before me, a Notary Public for the State of Ohio, personally appeared Jon D. Robertson, who first having been sworn, deposed and said that he is the President of Mohawk Utilities, Inc. and Tomahawk Utilities, Inc., that he has read the foregoing Application, and that the statements set forth therein are true and accurate to the best of his knowledge and belief.

By: Jon D. Robertson
Jon D. Robertson
President

Subscribed and sworn before me, a notary public, this 17th day of October 2014.

Nancy S. Knox
Notary Public

Nancy S. Knox
Notary Public, State of Ohio
My Commission Expires 1-12-2017

VERIFICATION

STATE OF OHIO)
) SS
COUNTY OF Carroll)

Before me, a Notary Public for the State of Ohio, personally appeared William N. Robertson, who first having been sworn, deposed and said that he is the Secretary for Mohawk Utilities, Inc. and Tomahawk Utilities, Inc. that he has read the foregoing Application, and that the statements set forth therein are true and accurate to the best of his knowledge and belief.

By: _____
William N. Robertson
Secretary

Subscribed and sworn before me, a notary public, this 17th day of October 2014.

_____
Notary Public

Nancy S. Knox
Notary Public, State of Ohio
My Commission Expires 1-12-2017

EXHIBIT 1

Assets Purchase Agreement between
Aqua Ohio, Inc. and Mohawk Utilities, Inc.

THIS ASSETS PURCHASE AGREEMENT, dated as of the ___ day of _____, 2014, by and between the **Mohawk Utilities, Inc.** an Ohio corporation ("Seller"), and **Aqua Ohio, Inc.**, an Ohio corporation ("AQUA"), with reference to the following RECITALS:

RECITALS

A. Seller owns, maintains and operates a public water utility system (the "System") that provides potable water service to residents primarily, but not exclusively, within the Lake Mohawk subdivision located in Carroll County, State of Ohio (the "Service Area").

B. AQUA is a public water and wastewater utility that furnishes retail water and wastewater service to the public in various portions of Ohio.

C. Seller desires to sell, and AQUA desires to purchase, certain assets, properties and rights of Seller owned and used in connection with its System, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals and the covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. SALE AND PURCHASE OF THE SELLER'S WATER SYSTEM ASSETS

Subject to the terms and conditions hereinafter set forth, AQUA shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver to AQUA at Closing (hereinafter defined), all of Seller's right, title and interest in the System assets and properties (whether tangible or intangible, real, personal or mixed) which are held or used by Seller in connection with the production, treatment and distribution of water within the Service Area of the System (the "Assets").

The Assets are being sold free and clear of all mortgages, liens, pledges, security interests, charges and taxes, other than those that are to be apportioned between Seller and Buyer on the Closing Date.

1.1 Assets Further Defined

The Assets shall, without limitation to the definition stated above, include all of Seller's right, title and interest in the specific assets and properties set forth on Schedule 1.1, and the following:

(a) all the land, buildings, pipes, pipelines, wells, meters and reading equipment, pressure reduction valves, pumping stations, lift stations, storage tanks, standpipes, fire hydrants, plants, structures, improvements, fixtures, rights-of-way, licenses, leases and easements owned by Seller, or in which Seller has an interest, and all hereditaments, tenements and appurtenances belonging or appertaining thereto, which interests are by their form and nature transferable, but in all instances excluding and retaining unto Seller all right, title

and interest in and to the oil and gas and all byproducts thereof, including but not limited to natural gas liquids on or underlying any real property Assets, excluding any water rights. Except for the right to enter upon the real property Assets for the purpose of conducting seismic testing, which may be performed to the extent that such activity does not damage or materially interfere with Buyer's use of the property for water production and distribution purposes, and for any pre-existing rights arising out of or under existing leases, easements rights of way or instruments of record that may affect the real property Assets, Seller's retained rights will not include the right to use the surface of the real property Assets, whether for use in conjunction with the retained mineral rights or otherwise, including but not limited to ingress, egress, drilling, exploration, use for shafts or any form of extraction. Seller's retained rights shall however include but not be limited to any and all working interests, royalty interests, overriding royalty interests, participation interests, and interests arising out of any lease, license, reservation, easement, right of way, consolidation, unitization or any other agreements related thereto;

(b) all machinery, equipment, tools, vehicles, furniture, furnishings, leasehold improvements, goods, and other tangible personal property relating to the System owned by Seller or in which Seller has an interest;

(c) all supplies and inventories relating to the System;

(d) excepting those relating to Seller's retained mineral rights, if any, all rights of Seller under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate, franchise, or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the System, to the extent that the same may be transferred;

(e) all rights and choses in action of Seller relating to the contracts to be assumed by Buyer hereunder, excluding accounts receivables, and or related to any prescriptive rights arising out of the adverse possession by Seller of real property rights in connection with the operation of the System;

(f) all information, files, records, data, plans, contracts and recorded knowledge, including customer and supplier lists and property records, related to the foregoing.

1.2 Excluded Assets

Notwithstanding the foregoing, the Assets shall not include any of the following:

(a) any and all customer water service lines that run from outside the curb box (or if no curb box from the edge of the street) to each individual residence, commercial or industrial structure served by the Assets;

(b) all piping and fixtures internal to each individual customer's structure (excluding meters, reading equipment, and pressure reduction valves);

(c) all right, title and interest in and to the oil and gas and all byproducts thereof, including

but not limited to natural gas liquids, on or underlying any real property Assets, together with any and all working interests, royalty interests, overriding royalty interests, participation interests, and interests arising out of any lease, license, reservation, easement, right of way, consolidation, unitization or any other agreements related thereto. However the above exclusion and reservation does not include any water rights, and except for the right to enter upon the real property Assets for the purpose of conducting seismic testing, which may be performed to the extent that it does not damage or materially interfere with Buyer's use of the property for water production and distribution purposes, and for any pre-existing rights arising out of or under existing leases, easements rights of way or instruments of record that may affect the real property Assets, Seller's retained rights will not include the right to use the surface of the real property Assets, whether for use in conjunction with the retained mineral rights or otherwise, including but not limited to ingress, egress, drilling, exploration, use for shafts or any form of extraction.

(d) Seller's cash and accounts receivables as of the date of Closing, and any rights to make or receive any insurance proceeds or protection related to any act, occurrence or condition that existed on or prior to the Closing Date, subject to provision 1.6.

(e) any assets listed in Schedule 1.2(e) which is attached hereto and incorporated herein by reference.

1.3 Consideration

The total purchase price ("Purchase Price") for the Assets shall be **One Million One Hundred and One Thousand Nine Hundred and 00/100 Dollars ($1,101,900.00)** and shall be payable by AQUA at Closing.

1.4 Contractual Obligations

AQUA shall not assume any obligations or acquire any rights of Seller under any contract, agreement, commitment, lease, certificate, permit or other instrument, whether oral, written, express or implied, except with respect to those contracts and other instruments listed on Schedule 1.4 attached hereto, made part hereof and incorporated herein by reference. Notwithstanding the above however, AQUA shall acquire Seller's interest in the Assets subject to any and all matters appearing of record in the Carroll County Real Estate Records, even if such matters are not listed on Schedule 1.4.

1.5 Non-Assumption of Liabilities

(a) With the exception of the assumption of contractual duties to be performed after the date of Closing under the surviving contracts listed on Schedule 1.4 attached hereto together with the ongoing obligation to provide water service to the customers of the Seller served by the Water System (the "Assumed Obligations"), all liabilities and obligations of Seller shall remain the sole responsibility of Seller, including any and all liabilities or obligations under any employee benefit plan, practice or arrangement or pension, retirement or savings plan. Except for the Assumed Obligations, AQUA shall not assume and shall not be liable

for any liabilities or obligations of Seller of any nature whatsoever, whether express or implied, fixed or contingent, whatsoever.

(b) From and after Closing, Seller shall not be responsible under or obligated to perform pursuant to any requirements contained in the surviving contracts listed on Schedule 1.4 and shall have no obligation or liability under or with respect to the Assumed Obligations, for which AQUA shall be solely responsible.

1.6 Damage or Destruction Prior to Closing.

Without limitation to any other remedy or any representation or warranty herein, in the event that any of the Assets are damaged or destroyed prior to the Closing Date, AQUA may elect to obtain the rights of the Seller under any insurance policy covering the Assets that are damaged or destroyed; or, AQUA may reduce the Purchase Price by the amount of the damage or destruction caused to the Assets, determined by the reasonable repair, in the case of damaged Assets, or reasonable replacement, in the case of destroyed Assets.

2. CLOSING

Subject to the provisions of Sections 4 and 5, Closing hereunder (the "Closing") shall take place at the offices of Aqua Ohio, Inc. located at 6650 South Avenue, Boardman OH 44512, commencing at 12:00 P.M. local time, or at any other mutually agreed to location and time, on or before a date sixty (60) days after the receipt of final regulatory approvals, including without limitation those described in Section 5.6 below. The date of the Closing is referred to herein as the "Closing Date". The effective time of the legal transfer hereunder shall be 12:01 a.m. on the day following the Closing Date. Notwithstanding the foregoing, if the Closing has not occurred on or before December 31, 2014, either Party shall have the right to terminate this Agreement in accordance with the provisions of this Agreement, provided that such termination shall be without prejudice to the rights of either party which has performed its obligations under this Agreement, if Closing does not occur because of a material breach of this Agreement by the other party. Any dates affecting the right to terminate this agreement, within this provision, may, by mutual written agreement of the parties, be amended at any time.

2.1 Items to be delivered at Closing

At the Closing and subject to the terms and conditions herein contained:

(a) Seller shall deliver or turn over to AQUA the control of the Assets, including, without limitation, the following:

(i) instruments and documents of conveyance and transfer, all in form reasonably satisfactory to both parties and their respective counsel, as shall be necessary and effective to transfer and assign to, and vest in, AQUA all of Seller's right, title and interest in the Assets, including, but not limited to the following documents: a limited warranty deed for each parcel to be conveyed; a Bill of Sale and Assignment; an Assignment and Grant of Easement for any easement held by Seller to utilize, maintain, repair and replace any facilities located

outside of any parcels to be conveyed and/or publicly dedicated roadways; and an appropriate Sanitary Control Easement for each well within the well protection area maintained by Seller.

(ii) Assignment and copies of, or the originals as appropriate, of all the surviving contracts listed on Schedule 1.4, and such other agreements, contracts, commitments, leases, plans, bids, quotations, proposals, instruments, certificates, permits and other instruments belonging to Seller that are part of or related to the Assets;

(iii) a complete and accurate list of the names and addresses of all customers of Seller, both in paper form and in electronic form on a compact disk (CD) that can be downloaded to a computer, along with a reasonable and available billing history for each customer;

(iv) a certificate, in form and substance satisfactory to both parties, executed by each third party to any contract listed on Schedule 1.4 confirming that to such party's knowledge there is no defense, counterclaim or asserted set off by such party under the contract, and that Seller and such party are each in compliance with the requirements of the contract, and to the extent such party's consent is required to an assignment of the contract to AQUA, such consent;

(v) keys or other access to any and all buildings and gates;

and simultaneously with such delivery, all such steps shall be taken as may be required to put AQUA in actual possession and operating control of the Assets.

(b) Seller shall deliver to AQUA, the agreements, opinions, certificates and other documents and instruments referred to in Section 5 hereof.

(c) AQUA and Seller agree that final meter readings shall be conducted on the day immediately prior to the Closing Date. These readings shall be utilized by the Seller for the purpose of issuing final bills, and shall constitute the opening readings for AQUA. AQUA shall use these readings to begin the billing cycle for its new customers following Closing, and shall not be responsible for the collection of any amounts due Seller for bills issued by Seller as a result the Seller's final meter reading. However, AQUA will remit to Seller any payments or funds received thereby with respect to any Seller invoice or customer water usage that preceded the Closing Date. Such payments to be made on a monthly basis for any such receipts received in the prior month. Nothing herein shall require AQUA to collect or take any affirmative actions to collect any funds or payments due Seller.

(d) AQUA shall pay Seller, in then currently available funds, the Purchase Price.

2.2 Transfer Taxes on Real Property and Proration of Real Estate Taxes

(a) Any transfer taxes imposed on the conveyance or transfer of any real property pursuant to

this Agreement shall be paid one half each by Seller and AQUA.

(b) All real property taxes and assessments (including penalties thereon) which are delinquent shall be paid at Closing out of funds due Seller. Any non-delinquent real estate taxes and assessments shall be prorated as of the Closing Date, on an accrual basis based on, if not yet fully determined as of the Closing, the most recently available tax bill giving effect to applicable exemptions, recently voted millage, change in valuation and other factors affecting such taxes and assessments.

2.3 Transfer of Utilities

Seller and AQUA will cooperate to transfer utility service, including telephone, electric and gas service providing such service to any of the Assets as of the Closing Date. In the event service cannot be transferred in the name of AQUA as of the Closing Date, the bills shall be pro-rated as of the Closing Date, and AQUA shall retain from the Purchase Price a mutually agreed upon estimate of the amount of such bills not yet paid by Seller.

2.4 Remedy

Seller acknowledges that the Assets are unique and not otherwise available and agrees that, in addition to any other available remedy, AQUA may seek any equitable remedy to enforce performance hereunder, including, without limitation, the remedy of specific performance.

2.5 Further Assurances

Each party, from time to time after the Closing, at the other party's request, and without compensation, will execute, acknowledge and deliver to the other party such other instruments of sale, conveyance, assignment and transfer and will take such other reasonable actions and execute and deliver such other documents, certifications and further assurances as may reasonably be required in order to complete the transaction contemplated herein in accordance with the terms hereof. Each of the parties hereto, without compensation, will cooperate with the other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence and confirm the purposes of this Agreement.

3. CONDUCT OF PARTIES PENDING CLOSING

3.1 Seller agrees that, with respect to the Assets, pending the Closing and except as otherwise agreed to in writing by AQUA:

(a) The business of Seller shall be conducted solely in the ordinary course consistent with past practice.

(b) Seller shall continue to maintain and service the tangible Assets in the ordinary course of its business. To verify that the Assets are in good and working order at the time of transfer, Buyer shall, in addition to any due diligence rights herein, have the right to inspect the tangible Assets during the week prior to Closing.

(c) Seller will use commercially reasonable efforts to maintain its relations and goodwill with its suppliers, customers and any others having business relations with it.

(d) Seller shall comply with all laws, ordinances, rules, regulations and orders applicable to it and to the conduct of its business.

(e) Seller will promptly advise AQUA in writing if it learns of any event between the date hereof and Closing which could render any representation or warranty under the Agreement, if restated and republished as of Closing, untrue or incorrect in any material respect.

(f) Seller will promptly advise AQUA in writing after Seller receives knowledge of the threat or commencement of any dispute, claim, action, suit, proceeding, arbitration or investigation against or involving the Assets or the sale and transfer thereof to AQUA, or of the occurrence of any event (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the business, operations, properties, assets, prospects or condition (financial or otherwise) of Seller.

(g) Seller will use commercially reasonable efforts to conduct its business in such a manner that at the Closing the representations and warranties of Seller contained in this Agreement shall be true as though such representations and warranties were made on and as of such date. Furthermore, Seller will use commercially reasonable efforts to cause all of the conditions to this Agreement imposed upon Seller to be satisfied on or prior to the Closing Date.

(h) Seller will not take any action which would result in a material breach of any of the representations and warranties of Seller hereunder.

(i) Seller will provide AQUA with such financial and other reports of its business as AQUA may reasonably request.

(j) Upon receipt of at least one business day's prior notice Seller will give to AQUA, its officers, employees, accountants, counsel and other mutually agreed upon representatives reasonable access to and the right to inspect, during normal business hours, all of the premises, properties, assets, records, contracts and other documents in Seller's possession relating to its business and operations, and shall permit them to consult with the officers, employees, accountants, counsel and agents of Seller for the purpose of making such investigation of the business and operations of Seller as AQUA shall reasonably desire to make, provided that such investigation shall not unreasonably interfere with the business or operations of Seller.

(k) Unless this Agreement is terminated for any reason, Seller shall notify and consult with AQUA prior to the initiation, development or execution of any plans for expansion of or improvements to the Assets or the Water System.

(l) Seller will reasonably cooperate with AQUA in sending any customer notices that in

AQUA's judgment are necessary in connection with the transactions contemplated herein and to comply with applicable law and regulation.

(m) AQUA will use commercially reasonable efforts to cause all of the conditions to this Agreement imposed upon AQUA hereunder to be satisfied on or prior to the Closing Date.

4. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

All obligations of Seller under this Agreement are subject to the fulfillment or satisfaction, or waiver by Seller, prior to or at the Closing, of each of the following conditions precedent:

4.1 Closing Certificate; Performance by AQUA

AQUA shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Seller shall have been furnished with a certificate or certificates of AQUA dated the Closing Date, signed by an officer of AQUA, certifying, in such detail as Seller may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties made by AQUA in this Agreement are true and correct as of Closing, except such as have been rendered incorrect because of events which occurred after the date hereof, as disclosed in writing by AQUA to Seller within a reasonable time after the event occurred.

4.2 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or in the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

4.3 AQUA Authorizations

AQUA shall have furnished Seller with certified copies of all proceedings of AQUA, including a signed and certified copy of the appropriate document(s) authorizing the transactions hereby contemplated.

4.4 Governmental Approvals

All governmental authorizations needed for the transfer of the Assets, including, but not limited to, adoption and approval of an Order from the Ohio Public Utilities Commission, authorizing: (a) the transfer of the Assets as contemplated by this Agreement; (b) AQUA to provide water service to the residents in the Service Area; and (c) Seller to abandon such Service Area (if applicable). Such governmental authorizations, orders, authorizations and approvals by the Ohio Public Utilities Commission shall be in form and substance that is reasonably satisfactory to Seller.

4.5 Simultaneous Closings

In conjunction with and simultaneous with the Closing of the System hereunder, each of the transactions referenced in Section 5.9 below shall have occurred or will occur on the Closing Date, each of which shall be considered a condition of Closing hereunder.

5. CONDITIONS PRECEDENT TO AQUA'S OBLIGATIONS

All obligations of AQUA under this Agreement are subject to the fulfillment or satisfaction, or waiver by AQUA, prior to or at the Closing, of each of the following conditions precedent:

5.1 Satisfaction with Operational and Real Estate Title Issues

AQUA shall be satisfied, seven (7) business days prior to Closing with the results of its due diligence inspections of the overall operational functionality of the Assets that AQUA may elect to perform, and at Closing that there has been no material deterioration therein between any completed due diligence and Closing. Additionally, prior to Closing, AQUA shall be satisfied with its review of the real estate and the quality of title to be conveyed to AQUA from Seller and such real estate to be conveyed pursuant to section 5.9.

a. Seller shall also have entered into a lease agreement with Lake Mohawk Property Owners Association, Inc. substantially in the form attached hereto as Schedule 5.1(a) for the lease of the real estate parcels described therein (the "Lake Mohawk Lease").

b. AQUA, at its expense, shall cause to have performed a survey of the land owned by the System and to be transferred by Seller hereunder. Upon completion and approval thereof by Seller, such survey shall be attached hereto and incorporated herein as an asset to be transferred pursuant to Section 1 by a duly executed and acknowledged limited warranty deed.

c. In connection with AQUA's due diligence and inspection rights hereunder, AQUA shall promptly return the Assets to substantially the same condition they were in prior to AQUA's or any of AQUA's agents' or contractors' entry thereon and conducting of any tests, inspections, studies and evaluations thereof, and AQUA hereby further agrees to indemnify and hold Seller harmless from any and all claims, actions and other liabilities of any nature, including but not limited to reasonable attorney's fees and court costs, which may arise out of AQUA's or its agents' or contractors' actions or omissions on any of the property or in connection with any of the Assets to be conveyed hereunder.

d. AQUA hereby agrees that if AQUA should exercise its right not to purchase the Property as a result of the failure of any condition or contingency set forth herein, then at Seller's request AQUA will provide Seller with a copy of any test results, inspection reports, surveys or site assessments obtained by AQUA hereunder. AQUA further agrees that AQUA shall not disclose or communicate to any third party, any of the information obtained from Seller or otherwise obtained by AQUA hereunder regarding the Assets, the System or otherwise related to Seller's operation of its business, including but not limited to any financial or other information obtained by AQUA from or about Seller hereunder, without first obtaining Seller's prior written consent, which may be withheld by Seller in

its sole discretion, except if required by law, in which case Buyer shall advise Seller in advance of such disclosure so as to afford Seller an opportunity to attempt to prevent or limit the need to make such disclosure of Sellers information.

5.2 Closing Certificate; Performance by Seller

Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and AQUA shall have been furnished with a certificate or certificates of Seller dated the Closing Date, signed by the appropriate officials of Seller, certifying, in such detail as the parties may mutually agree, to the fulfillment of the foregoing conditions and that all representations and warranties are true and correct as of Closing, except as disclosed by Seller pursuant to Section 3.1(e), and the facts as contained in such disclosure(s) shall not result, as determined by AQUA in its reasonable judgment, in a material adverse change in the condition of the Assets or business and operations of Seller relating to the System.

5.3 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

5.4 Seller Authorizations

Seller shall have furnished AQUA with certified copies of all proceedings of Seller, including a signed and certified copy of the appropriate document(s) authorizing the transactions hereby contemplated, as AQUA reasonably shall require.

5.5 Opinion of Counsel

Counsel for Seller shall have delivered to AQUA at Closing an opinion of such counsel, in form and substance consistent with that identified as Schedule 5.5.

5.6 Governmental Approvals

AQUA shall have received all governmental authorizations needed for the transfer of the Assets, including, but not limited to, adoption and approval of an Order from Ohio Public Utilities Commission, authorizing: (a) the transfer of the Assets as contemplated by this Agreement; (b) AQUA to provide water service to the residents in the Service Area; and (c) Seller to abandon such Service Area (if applicable). Such governmental authorizations, orders, authorizations and approvals by the Ohio Public Utilities Commission shall be in form and substance satisfactory to AQUA in its sole discretion.

5.7 Material Damage / Change

The Assets shall not be, or be threatened to be, materially adversely affected by fire, explosion, earthquake, disaster, accident, cessation or interruption of utility or other services, flood, drought, lack of water supply, contamination of water supply, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy, or any other event or occurrence. In addition, all representations and warranties of Seller in this Agreement shall be such that they are and remain true and correct as of Closing and AQUA shall have been furnished with a certificate or certificates of Seller dated the Closing Date, signed by an officer of Seller, certifying, in such detail as AQUA may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties made by Seller in this Agreement are true and correct as of Closing except as disclosed by Seller pursuant to Section 3.1(e).

5.8 Satisfaction of AQUA

All actions, proceedings, resolutions, instruments and documents required to carry out this Agreement or incidental hereto and all other related matters shall have been approved on the Closing Date by AQUA in the exercise of its reasonable judgment.

5.9 Simultaneous Closings

In conjunction with and simultaneous with the Closing of the System hereunder, each of the following shall have occurred or will occur, each of which shall be considered a condition of Closing hereunder:

(a) William N. Robertson, Jon D. Robertson, James H. Robertson and AQUA shall have signed the Agreement of Transfer of Real Estate attached hereto as Schedule 5.9(a) and William N. Robertson, Jon D. Robertson, and James H. Robertson shall have transferred the real estate parcel described therein to AQUA. The parties understand and agree that such final Agreement of Transfer of Real Estate is subject to final survey and any required platting, such final survey or legal description to be mutually agreeable to the parties and such agreement shall transfer approximately Forty-Eight (48) total acres, at the price of Ten Thousand and 00/100 Dollars ($10,000.00) per acre, compromising the Parcels for Wells Six (6), Seven (7), Nine (9) and any appropriate sanitary control easement areas;

(b) Jon D. Robertson and AQUA shall have signed the Agreement of Transfer of Real Estate attached hereto as Schedule 5.9(b) and Jon D. Robertson shall have transferred the real estate parcel described therein to AQUA. The parties understand and agree that such final Agreement of Transfer of Real Estate is subject to final survey and any required platting, such final survey or legal description to be mutually agreeable to the parties and such agreement shall transfer approximately Five (5) total acres, at the price of Ten Thousand and 00/100 Dollars ($10,000.00) per acre, compromising the Parcels for Well Eight (8) and any appropriate sanitary control easement area;

(c) Tomahawk Utilities and AQUA shall have signed the Asset Purchase Agreement attached hereto as Schedule 5.9(c) and the closing therein shall have or shall occur simultaneous with the Closing herein.

6. REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Seller hereby represents and warrants to AQUA as follows:

(a) Organization. Seller is duly organized, validly existing and in good standing under the laws of the State of Ohio.

(b) System Ownership. Except for the property to be transferred pursuant to the transactions referenced in Sections 5.9 (a) and (b) and the Lake Mohawk Lease to be obtained pursuant to Section 5.1(a) above, to the best of Seller's knowledge, Seller holds the right, title and interest to the Assets and facilities comprising the System that are adequate to permit Seller to operate the same. .

(c) Current Operations. Except for the transactions referenced in Sections 5.9 (a) and (b) and the Lake Mohawk Lease to be obtained pursuant to Section 5.1(a) above, to the best of Seller's knowledge, Seller has all requisite power and authority and all agreements, contracts, commitments, leases, certificates, licenses, permits, regulatory authorizations and other instruments required to conduct the business of the System as it has been and is now being conducted and to own and operate the System.

(d) Legal Authority. Subject to the issuance of all necessary governmental and regulatory approvals, Seller has the full power and lawful authority to transfer to AQUA all of its rights, title and interest in and to the System.

(e) Due Authorization; Valid and Binding. Seller has the full power and lawful authority to execute and deliver this Agreement and all related agreements and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement and all related documents and agreements by all necessary proceedings. This Agreement and all related agreements constitute the valid and binding obligation of Seller.

(f) No Approvals or Violations. Subject to the issuance of all necessary governmental and regulatory approvals, and to the consent of any third party contractors that are parties to any of the surviving contracts listed on Schedule 1.4, this Agreement does not require any further approvals of any other party, to the best of Seller's knowledge does not violate any law, ordinance or regulation, does not conflict with any order or decree, and does not conflict with or result in a breach of any contract, lease or permit to which Seller is a party.

(g) Party to Decree. Seller is not party to, or to Seller's knowledge subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the System or the Assets.

(h) Defeasance. As of the Closing, (if applicable) the Seller's bonds, (hereinafter referred to as the "Bonds"), if any, will be defeased, and any and all liens and encumbrances on the Assets will have been removed. The Defeasance will be done in a proper and lawful manner.

(i) List of Assets. To the best of Seller's knowledge Schedule 1.1 contains a true and complete list of the Assets.

(j) Customer Records. To the best of Seller's knowledge the data contained in the customer records provided to AQUA is true and accurate.

6.2 Except as set forth on Schedule 6.2, Seller hereby represents and warrants to AQUA as follows:

(a) Title of Assets. To the best of Seller's knowledge, except for any mortgages or liens that are to be satisfied prior to or with the use of proceeds to be provided by AQUA at Closing, Seller has good and marketable title to the Assets, free and clear of all liens, encumbrances and security interests, but subject to such easements, rights of way, leases, restrictions and other matters and encumbrances appearing on record in the Carroll County, Ohio Real Estate Records.

(b) Undisclosed Liabilities. To the best of Seller's knowledge, except for any mortgages or liens that are to be satisfied prior to or with the use of proceeds to be provided by AQUA at Closing, there are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Assets. For purposes of this Agreement, the term liabilities shall include, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility either accrued, absolute, contingent or otherwise.

(c) No Other Parties. Except for the property to be transferred pursuant to the transactions referenced in Sections 5.9 (a) and (b) above and the Lake Mohawk Lease to be obtained pursuant to Section 5.1(a) above, to the best of Seller's knowledge, no person other than Seller owns or has any interest in any equipment or other tangible assets or properties currently utilized or necessary to the operations or business of the Seller's Assets, excluding such equipment or tangible items that are owned by Seller's customers or contractors that are necessary for and are used in the operation of the System.

(d) Adequacy of Rights. To the best of Seller's knowledge all agreements, contracts, commitments, leases, certificates, permits and other instruments related to the Assets to which Seller is a party and which are included on Schedule 1.4 are valid and enforceable in accordance with their terms, are in good standing, and the parties thereto are in compliance with the provisions thereof. To the best of Seller's knowledge, no party to such an agreement is in default in the performance, observance or fulfillment of any material obligation, covenant or condition contained therein, and no event has occurred, which with or without the giving of notice or lapse of time, or both, would constitute a default thereunder.

(e) Adequacy of Property Rights. To the best of Seller's knowledge, all leases, licenses, rights of way, and easements related in any manner to the assets and properties comprising the Seller's Assets and all other instruments, documents and agreements pursuant to which Seller has obtained the right to use any real property in connection

with the Assets are in good standing, valid and effective in accordance with their respective terms, and to the best of Seller's knowledge with respect thereto, there is no existing default or event which could constitute a default. To the best of Seller's knowledge, Seller possesses all property rights necessary to operate the Assets.

(f) Rights to Facilities. Subject to the completion of the transactions referenced in Sections 5.9 (a) and (b) and the acquisition of the Lake Mohawk Lease to be obtained pursuant to Section 5.1(a) above, to the best of Seller's knowledge Seller has good and valid rights to occupy and to obtain access to the areas where the distribution lines and other facilities of the Assets are located.

(g) Pending Litigation. There are no pending claims, or actions or to the best of Seller's knowledge there are no, investigations or legal or administrative proceedings regarding the Assets or Seller's ability to transfer the Assets.

(h) Threatened Litigation. To the best of Seller's knowledge, there are no threatened claims, actions, investigations or legal or administrative proceedings regarding the Assets or Seller's ability to transfer the Assets, nor does Seller know of any basis for any such claim, action or proceeding.

(i) Contract for Refunds. Seller is not a party to any contract for future payment of refunds under any extension agreement, customer deposit agreement or similar agreement with respect to the Assets.

(j) Contract with Suppliers, Vendors and Contractors. Seller is not a party to any contract for the purchase of, or payment for supplies, equipment or for services related to the System which will not be satisfied prior to Closing (construction, renewal and replacement and other projects) and the supplier contracts shall be satisfied up to Closing by the Seller within sixty (60) days after Closing as an obligation of the Seller. AQUA is responsible for all suppliers, vendors and/or contractors obligations entered into after the time of Closing and/or arising under any surviving contracts assumed by AQUA as listed on Schedule 1.4 hereunder.

(l) No Material Change. Within the past 12 months, Seller has not received any notice of revocation or limitation upon any governmental permit or authorization in connection with the operation of the Utility System.

(m) No Material Adverse Conditions. To the best of Seller's knowledge there are no conditions or developments existing or, to the knowledge of Seller, threatened which would have a material adverse effect on the Assets.

(n) Compliance with Law. Within the last 12 months, Seller has not received any notice of and to the best of Seller's knowledge is not in material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject and to the best of Seller's knowledge, Seller has not failed to obtain, or to adhere to the requirements of, any certificate, license, permit or other governmental authorization necessary to the ownership of its assets and properties or to

the conduct of its business.

6.3 Except as set forth in Schedule 6.3 and except the present use of asbestos cement pipe that is a part of the water distribution system and a part of the Assets hereunder, Seller hereby represents and warrants to and with AQUA as follows with respect to compliance with environmental laws:

(a) Compliance with Law. Within the last 12 months, Seller has not received any written notice or to Seller's knowledge any other notice that Seller or the System has violated any Environmental Laws (as hereinafter defined).

(b) Adequacy of Permits. To the best of Seller's knowledge, Seller has obtained and continues to possess all permits, licenses, approvals or other authorizations which are required under the Environmental Laws, and Seller has filed such timely and complete renewal applications as may be required prior to the Closing Date, and also has complied with all reporting and record keeping requirements under the Environmental Laws.

(c) Environmental Conditions. To the best of Seller's knowledge, there are no past or present events, conditions, circumstances, activities, practices, incidents, actions or plans pertaining or relating to the Assets which may impede or prevent continued compliance with the Environmental Laws or which may give rise to any civil or criminal liability under the Environmental Laws.

(d) Compliance with Decrees. Within the last 12 months, Seller has not received any written notice or to Seller's knowledge any other notice that Seller has violated any applicable orders, decrees, judgments and notices issued against the Seller under or in connection with the Environmental Laws.

As used in this Agreement, the following terms shall have the following meaning:

The term "Environmental Laws" shall include all federal, state and, local environmental laws and regulations, including, without limitation, the Clean Water Act ("CWA"), also known as the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. § 1251 et seq., the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), 7 U.S.C. §§ 136 et. seq., the Safe Drinking Water Act ("SDWA"), 42 U.S.C. §§ 300 (f) et seq., the Surface Mining Control and Reclamation Act ("SMCRA"), 30 U.S.C. §§ 1201 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), Public Law 99-499, 100 Stat., 1613, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901, the Atomic Energy Act ("AEA"), Act of August 30, 1954, Ch. 1073,68 Stat. 919 (codified as amended in scattered sections of 5 U.S.C. and 42 U.S.C.). Any reference to a legislative act or regulation shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments, opinions directives or notices issued thereunder.

The term "Environmental Condition" shall mean any condition or circumstance related to the Assets, whether created by Seller or any other party, which (1) required or requires abatement or correction under an Environmental Law, or (2) has given or may give rise to any civil or criminal

liability under an Environmental Law, or (3) has created or may create a public or private nuisance, including the presence of asbestos, PCB's, hazardous substances, petroleum products, radioactive waste or radon, on, in or about the Assets.

6.4 Seller hereby represents and warrants to AQUA as follows with respect to fire service:

(a) Agreements with Customers. Seller has not entered into an agreement to provide fire service to any customer;

(b) Representations about Fire Service. To the best of Seller's knowledge, Seller has not made a written representation to any customer or other person, business or governmental agency that the system is capable of providing flows to fight any fire.

6.5 No Misleading Statements

To the best of Seller's knowledge no representation or warranty by Seller in this Agreement or in any document delivered or to be delivered pursuant hereto or in connection herewith, and no statement, document, agreement, information or certificate made or furnished or to be made or furnished by Seller to AQUA pursuant hereto or in connection with the negotiation, execution or performance of this Agreement, now and as of the Closing Date, contain any untrue statement of a material fact.

6.6 Seller's Knowledge

As used in this Agreement, the reference to "the best of Seller's knowledge" refers to the actual knowledge of Jon Robertson, as such knowledge was obtained in the ordinary course of his management of Seller's operations.

6.7 Documents Produced

Seller will deliver at closing to AQUA true and complete copies of the agreements, contracts, commitments, leases, certificates, permits and other instruments, documents and undertakings as required in this Agreement.

6.8 Disclaimer of Implied Warranties

Except for the warranties expressly set forth above in writing, Seller makes no other representations or warranties with respect to Seller, the System or the Assets, and all Implied warranties, including but not limited to the implied warranties of merchantability, and fitness for any particular purpose are hereby disclaimed. In addition, AQUA acknowledges and agrees that other than the warranties expressly contained herein, Seller has not made any representation or warranty regarding the condition of any of the Assets at the time of the execution hereof and as of the Closing Date. AQUA agrees and acknowledges that it shall have the sole obligation of conducting such inspections, assessments and evaluations of the Assets prior to Closing, other than the express representations and warranties expressly provided herein by Seller. AQUA shall accept the Assets and Seller's right title and interest therein in the Assets' then **AS IS AND WHERE IS CONDITION**.

6.9 Real Estate and Schedule Updates

At any time up to the tenth Business Day prior to the Closing, the Seller may (but shall not have the obligation to) deliver a written update to any of their Disclosure Schedules (the "Disclosure Schedule Supplement") and, subject to the proviso at the end of this sentence, such Disclosure Schedule Supplement shall amend and supplement the Disclosure Schedules such that the information contained in the Disclosure Schedule Supplement shall be deemed included in the Disclosure Schedules for all purposes hereunder, including with respect to the satisfaction of the conditions to Closing contained herein. Notwithstanding the foregoing, if a party objects to a Disclosure Schedule Supplement, the sole remedy shall be to immediately terminate this Agreement.

7. REPRESENTATIONS AND WARRANTIES OF AQUA

7.1 AQUA hereby represents and warrants to Seller as follows:

(a) Organization. AQUA is a corporation duly organized and validly existing and in good standing under the laws of the State of Ohio.

(b) Due Authorization; Valid and Binding. AQUA has the full power and lawful authority to execute this Agreement and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement by all necessary proceedings. This Agreement constitutes the valid and binding obligations of AQUA.

(c) Financial Wherewithal. AQUA has the financial wherewithal to complete the purchase of the Assets as contemplated hereunder and upon completion of Closing, to operate and manage the Assets at, or exceeding, the level of service provided by the Seller prior to Closing.

(d) No Approvals or Violations. To the best of AQUA's actual knowledge, subject to the issuance of all necessary governmental and regulatory approvals, this Agreement does not require any further approvals of any other party, does not violate any law, ordinance or regulation, does not conflict with any order or decree and does not conflict with or result in a breach of any contract, lease or permit to which AQUA is a party.

(e) Party to Decree. AQUA is not party to, or to AQUA's knowledge subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the operation of a water and/or a waste water utility system or otherwise would have an adverse impact upon its ability to close the transaction contemplated herein and continue the operation of the System for retail water distribution to Seller's customers.

(f) Pending Litigation. There are no pending claims, and to the best of AQUA's knowledge there are no actions, investigations or legal or administrative proceedings regarding the operation of AQUA's business that would have an adverse affect upon its

ability to close the transaction contemplated herein and continue the operation of the System for retail water distribution to Seller's customers.

(g) Threatened Litigation. To the best of AQUA's knowledge, there are no threatened claims, actions, investigations or legal or administrative proceedings against AQUA that could have an adverse impact upon AQUA's ability to close the transaction contemplated herein and continue the operation of the System for retail water distribution to Seller's customers.

(h) Compliance with Law. AQUA has not received any notice of a material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject which would prevent AQUA from performing its obligations under this Agreement.

(i) Compliance with Law. AQUA has not received any written notice that AQUA or any of its operations has violated any Environmental Laws to the extent that such violation would prevent AQUA from performing its obligations under this Agreement.

(k) As used in this Agreement, the reference to "the best of AQUA's knowledge refers to the actual knowledge of Edmund "Ed" P Kolodziej, President of AQUA, as the knowledge that each such person would have reasonably obtained in the ordinary course of managing Buyer's operations.

8. INDEMNIFICATION

8.1 Indemnification of Seller

From and after the Closing, AQUA will reimburse, indemnify and hold Seller and its officers and employees harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of third party claims related to:

(a) the provision of water service by AQUA for the period following Closing;

(b) issues of regulatory compliance and claims by third parties for events that occur following the date of Closing;

(c) the failure of AQUA to perform any of its covenants hereunder;

(d) the negligent or willful misconduct of AQUA or any of its officers, employees, agents, and/or contractors;

(e) any third party claims arising out of a misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of AQUA under this Agreement, or from any misrepresentation in, or omission from, any Schedule or information furnished to Seller pursuant to this Agreement; and

(f) the enforcement of this Section 8.

8.2 Indemnification of AQUA

From and after the Closing, Seller will reimburse, indemnify and hold AQUA and its affiliates, and their officers, directors and employees, harmless, up to the limit of Two Million Dollars ($2,000,000.00), from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

(a) any third party claims relating to liabilities or obligations of Seller under pre-existing contract entered into by Seller, except for those liabilities and obligations of Seller which AQUA specifically assumes pursuant to Section 1.4 of this Agreement or that otherwise may be caused by or attributable to any act or omission of AQUA or AQUA's entry upon any of the property or access to any of the Assets prior to or after Closing;

(b) any third party claims arising out of a misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of Seller under this Agreement, or from any misrepresentation in, or omission from, any Schedule or information furnished to AQUA pursuant to this Agreement or in connection with the negotiation, execution or performance of this Agreement;

(c) any third party claims alleging or based on negligence or willful misconduct of Seller in the provision of water service by Seller for the period prior to the date of Closing;

(d) issues of regulatory compliance and claims by third parties for injuries that occurred prior to Closing;

(e) Seller's tax liability; and/or

(f) the enforcement of this Section 8.

8.3 General

(a) Each party shall provide the other party with reasonable notice of any claims arising under this Section 8. The indemnification rights of the parties under this Section 8 are independent of and in addition to such rights and remedies as the parties may have at law or in equity or otherwise for any misrepresentation, breach of warranty, or failure to fulfill any agreement or covenant hereunder.

(b) Nothing herein shall be construed to limit or diminish any rights of the parties in any action pursuant to this agreement whether based in contract or otherwise, except as to claims for indemnification of third party claims.

9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and agreements made by the parties in this Agreement or in any agreement, document, statement or certificate furnished hereunder or in connection with the negotiation, execution and performance of this Agreement shall survive the Closing for a period of 18 months.

10. LIABILITY

Except for any claim of the Buyer for fraud or intentional misrepresentation, the parties' liability for any claim for breach, misrepresentation or failure to fulfill any covenant brought under this Agreement shall not exceed the total Purchase Price as defined in Section 1.3 of this Agreement. Under no circumstances shall either party be liable for any punitive or exemplary damages, lost profits or other similar items and under no circumstances shall damages be calculated based upon the use of a "multiplier" or similar method having a similar effect.

11. MISCELLANEOUS

11.1 Contents of Agreement; Parties in Interest; etc.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the parties hereto. Any and all previous agreements and understandings between or among any or all of the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

11.2 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and permitted assigns of Seller or AQUA.

11.3 Waiver

Any term or provision of this Agreement may be waived at any time by the party or parties entitled to the benefit thereof by a written instrument executed by such party or parties.

11.4 Notices

Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by telegram or by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to AQUA:

Edmund P Kolodziej, Jr.
President and Chief Operating Officer
6650 South Avenue
Boardman OH 44512

If to Seller:

Jon Robertson
President of Mohawk Utilities, Inc.
7326 Canton Road, NW
Malvern, Ohio 44644

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered, telegraphed or mailed.

11.5 Law to Govern

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without giving effect to any conflicts of laws provisions.

11.6 No Benefit to Others

The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and their legal representatives, successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

11.7 Headings, Gender, etc.

All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

11.8 Exhibits and Schedules

All Exhibits, Attachments and Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

11.10 Severability

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the involved or unenforceable provision causes this Agreement to fail of its essential purpose.

11.11 Counterparts

This Agreement may be executed in any number of counterparts and any signatory hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all signatories. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. A facsimile or electronic signature shall be considered an original signature.

11.12 Agreement Drafted by Both Parties

This Agreement shall be deemed to have been drafted by all parties and in the event of any ambiguity, the wording of the agreement shall not be construed against any particular party as the drafter via the doctrine of *contra proferentem*.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly executed this Agreement on the date first written.

SELLER: Mohawk Utilities, Inc.

Jon D. Robertson

By: Jon D. Robertson

Its: President

AQUA OHIO, Inc.

Edmund P Kolodziej, Jr.

By:_____

Its: President

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Jon D. Robertson

By: _____

Its: President

AQUA OHIO, Inc.

Edmund P Kolodziej, Jr.

By: _____

Its: President

LIST OF
SCHEDULES

SCHEDULES

Schedule 1.1	List of Assets
Schedule 1.2(e)	Excluded Assets
Schedule 1.4	Assumed Obligations of Seller
Schedule 5.1(a)	Form of Lease Agreement with LMPOA
Schedule 5.5	Form of Opinion of Seller's Counsel
Schedule 5.9(a)	Form of Real Estate Transfer Agreement with William N. Robertson, Jon D. Robertson, James H. Robertson and AQUA
Schedule 5.9(b)	Form of Real Estate Transfer Agreement with Jon D. Robertson and AQUA
Schedule 5.9(c)	Asset Purchase Agreement Tomahawk Utilities and AQUA
Schedule 6.2	Exceptions to Seller's Representations and Warranties
Schedule 6.3	Exceptions to Seller's Environmental Representations and Warranties

Schedule 1.1

List of System Assets for Mohawk Utilities, Inc.

I. PRODUCTION FACILITIES

A. All permitted and fully functioning wells along with associated pumping/electrical equipment including:

Wells Number 1 through 9 (well capacities, and the resulting ability to meet system demands, will be confirmed during the due diligence period).

B. Three buildings and two process tanks that represent the treatment facilities, along with all associated piping, valves, electrical and control equipment, as follows:

Treatment Plant #1: Source of supply: Wells 1,2,5,6,7 and 9. Plant was replaced in 2000 at the current site and the old plant structure remains as the chlorine storage/feed for the new plant, and storage for all inventory. The new treatment process/train includes: slate & coke tray aerator, chlorination and detention (tank: 10, 472 gal nominal). A new concrete block building includes two constant speed close-coupled end-suction pumps and a Hungerford and Terry anthracite and gravel pressure filter skid. The skid includes three filters and air-actuated valves that allow operation of all filter modes from a local control panel. A single sendout meter is part of the filter skid piping within the building. Separate from the building is a waste lift station dedicated for all backwash and filter to waste water, which discharges to the public sewer system (system was installed with the new plant). Lift station has a volume of ___ and the pump(s) are rated at____.

Treatment Plant #2: Source of supply: Wells 3, 4 and 8. Building includes the following treatment/process train: aeration, chlorination, detention (tank: 12,366 gal total), two constant speed close-coupled end-suction pumps and two Hungerford and Terry anthracite and gravel pressure filters. Filters are 66-in dia (74.6 sq ft) with 60-in sidewall and a design backwash rate of 15 gpm/sf. A single sendout meter is part of the filter piping within the building. Separate from the building is a waste lift station dedicated for all backwash and filter to waste water, which discharges to the public sewer system (system installed 1999). In 2005 the filter vessels were painted, gaskets and manways were replaced and the filter media was replaced.

II. DISTRIBUTION SYSTEM

A. All water mains, and related appurtenances, located within the public roadways, and any other roads, easements or rights-of-way that may extend from the public roads and other watermains.

B. A 250,000 gallon spheroid water tank, constructed in 1995.

C. Booster Station – Malvern Interconnection: two variable speed in-line pumps (___gpm at ___TDH) and all associated piping, valves and electrical equipment. Structure and fencing.

D. Valves, fittings, fire hydrants, and blowoffs (count to be provided during due diligence period).

E. All company service lines from the main to the curb or edge of road. Count to be provided during due diligence period.

F. All meters with remote radio read devices and an corresponding customer accounts (active and inactive). Count to be provided during due diligence period

G. Meter reading equipment and computer software/ working files.

H. All current utility inventory, regardless of where it is stored. For example, meters, meter mounting hardware, Pit DataSource 915 units , service line hardware, repair clamps, etc.

III. REAL ESTATE

A. All Real Estate owned by Mohawk Utilities, Inc.,

B. Various easements and/or rights of way as required for the distribution system and appropriate well protection easement for the well protection easement for the well(s);

C. Parcels of land, either through transfer of title, easement or lease wherein the production facilities and elevated water tank are situated.

IV. MISCELLANEOUS

A. Billing records
B. Maps of the system (paper copies and electronic copies)
C. Valve, service line and hydrant cards
D. Permits, owner's manuals, contingency plans and operating procedures/records, and all related historic records.
E. All drawings and files related to Mohawk Utilities currently stored at the utility office in Malvern, Ohio.
F. Any and all assets of the utility listed in the Book Asset Detail 1/01/13 - 12/31/13, as updated at the time of closing, and attached hereto.

5352 MOHAWK UTILITIES

SCHEDULE 1.1

Book Asset Detail 1/01/13 - 12/31/13

07/01/2014 8:16 AM

FYE: 12/31/2013

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: 105,121,309,10,20,30-Land													
1		ORGANIZATION EXPENSE	1/01/65	1,383.00	0.00		0.00	0.00	0.00	0.00	1,383.00	Memo	1.0
2		LAND-ORIG PURCH-HARRISON	1/01/65	1,666.00	0.00		0.00	0.00	0.00	0.00	1,666.00	Memo	1.0
130		Old water tower - NBV	5/13/97	7,726.25	0.00		0.00	0.00	0.00	0.00	7,726.25	Memo	1.0
		105,121,309,10,20,30-Land		10,775.25	0.00	c	0.00	0.00	0.00	0.00	10,775.25		
Group: 311-Buildings Commercial													
4		ORIGIONAL BUILDING	1/01/65	1,382.00	0.00		0.00	1,320.32	27.64	1,347.96	34.04	S/L	50.0
177		2002 Additions	12/31/02	551.25	0.00		0.00	110.30	11.03	121.33	429.92	S/L	50.0
182		PUCO Adjustment	7/01/75	2,413.00	0.00		0.00	2,308.55	48.26	2,356.81	56.19	S/L	50.0
251		2013 Additions	7/01/13	211.96	0.00	c	0.00	0.00	2.12	2.12	209.84	S/L	50.0
		311-Buildings Commercial		4,558.21	0.00	c	0.00	3,739.17	89.05	3,828.22	729.99		
Group: 314-Wells Sevice													
5		ORIGIONAL PURCHASE	1/01/65	8,043.00	0.00		0.00	8,043.00	0.00	8,043.00	0.00	S/L	45.0
58		WELLS	7/01/77	18,092.00	0.00		0.00	18,092.00	0.00	18,092.00	0.00	S/L	45.0
62		WELLS	7/01/78	11,535.00	0.00		0.00	11,535.00	0.00	11,535.00	0.00	S/L	45.0
69		WELLS	7/01/79	21,551.00	0.00		0.00	21,551.00	0.00	21,551.00	0.00	S/L	45.0
90		WELLS 6&7-=MARGOLIS PROP	7/01/90	31,003.00	0.00		0.00	18,528.48	688.96	19,217.44	11,785.56	S/L	45.0
93		FINISH WELL SITES #6 & 7	7/01/91	18,979.00	0.00		0.00	10,582.88	421.76	11,004.64	7,974.36	S/L	45.0
97		WELL NO 8	7/01/92	12,730.00	0.00		0.00	6,850.57	282.89	7,133.46	5,596.54	S/L	45.0
140		Roadway-access well field	12/31/97	13,000.00	0.00		0.00	4,333.57	288.89	4,622.46	8,377.54	S/L	45.0
176		New Well in 2002	12/31/02	17,148.99	0.00		0.00	3,810.90	381.09	4,191.99	12,957.00	S/L	45.0
183		Well additions	5/01/03	3,981.90	0.00		0.00	855.40	88.49	943.89	3,038.01	S/L	45.0
189		New Well in 2004-#9	12/31/04	10,829.53	0.00		0.00	1,925.28	240.66	2,165.94	8,663.59	S/L	45.0
218		additions for 2007	6/30/07	800.00	0.00		0.00	97.79	17.78	115.57	684.43	S/L	45.0
219		additions for 2008	6/01/08	244.22	0.00		0.00	24.89	5.43	30.32	213.90	S/L	45.0
234		additions for 2011	7/14/11	628.00	0.00		0.00	20.94	13.96	34.90	593.10	S/L	45.0
239		Additions for 2012	7/01/12	2,933.55	0.00		0.00	32.60	65.19	97.79	2,835.76	S/L	45.0
		314-Wells Sevice		171,499.19	0.00	c	0.00	106,284.30	2,495.10	108,779.40	62,719.79		
Group: 321-Pumping Structure													
199		Booster Station	12/15/04	119,989.05	0.00		0.00	19,398.22	2,399.78	21,798.00	98,191.05	S/L	50.0

206	Structure Excavating	9/14/06	1,000.00	0.00	0.00	126.67	20.00	146.67	853.33	S/L	50.0
226	Roof Repairs	8/05/09	807.03	0.00	0.00	64.91	16.14	81.05	725.98	S/L	50.0
	321-Pumping Structure		121,796.08	0.00 c	0.00	19,589.80	2,435.92	22,025.72	99,770.36		

Group: 325-Pumping Plant & Equip

6	ORIGIONAL PURCHASE	1/01/65	9,862.00	0.00	0.00	9,862.00	0.00	9,862.00	0.00	Memo	35.0
51	PUMPS	7/01/76	47.00	0.00	0.00	47.00	0.00	47.00	0.00	Memo	35.0
96	PUMPS FOR WELLS 6 & 7	12/31/91	11,359.00	0.00	0.00	9,865.68	454.36	10,320.04	1,038.96	S/L	25.0
117	Rate case adjustment	12/30/94	1,664.00	0.00	0.00	1,664.00	0.00	1,664.00	0.00	S/L	3.0
129	Robertson Bldg Center	12/13/96	1,175.00	0.00	0.00	756.00	47.00	803.00	372.00	S/L	25.0
136	2 Motors, breakers, etc	8/08/97	1,553.00	0.00	0.00	962.56	62.12	1,024.68	528.32	S/L	25.0
149	Robertson Building Center	8/10/98	765.00	0.00	0.00	441.80	30.60	472.40	292.60	S/L	25.0
207	Pump Equipment	12/15/06	3,497.37	0.00	0.00	851.00	139.89	990.89	2,506.48	S/L	25.0
220	ASdditions for 2008	6/01/08	235.95	0.00	0.00	43.27	9.44	52.71	183.24	S/L	25.0
235	Additions for 2011	7/01/11	1,898.68	0.00	0.00	113.92	75.95	189.87	1,708.81	S/L	25.0
240	Additions for 2012	7/01/12	6,931.22	0.00	0.00	138.62	277.25	415.87	6,515.35	S/L	25.0
247	Additions for 2013	7/01/13	3,109.00	0.00 c	0.00	0.00	62.18	62.18	3,046.82	S/L	25.0
	325-Pumping Plant & Equip		42,097.22	0.00 c	0.00	24,745.85	1,158.79	25,904.64	16,192.58		

Group: 331-Treatment Structure

7	ORIGIONAL PURCHASE	1/01/65	12,167.00	0.00	0.00	12,167.00	0.00	12,167.00	0.00	S/L	50.0
19	ADDITIONS	7/01/67	965.00	0.00	0.00	965.00	0.00	965.00	0.00	S/L	50.0
22	ADDITIONS	7/01/68	160.00	0.00	0.00	160.00	0.00	160.00	0.00	S/L	50.0
38	ADDITIONS	7/01/73	144.00	0.00	0.00	144.00	0.00	144.00	0.00	S/L	50.0
46	ADDITIONS	7/01/75	37,622.00	0.00	0.00	35,993.55	752.44	36,745.99	876.01	S/L	50.0
52	ADDITIONS	7/01/76	220.00	0.00	0.00	205.20	4.40	209.60	10.40	S/L	50.0
151	1999 Additions	7/01/99	51,384.20	0.00	0.00	27,747.49	2,055.37	29,802.86	21,581.34	S/L	25.0
152	1/2 1999 Additions	7/01/99	51,384.21	0.00	0.00	0.00	0.00	0.00	51,384.21	Memo	25.0
158	2000 Additions	7/01/00	6,319.90	0.00	0.00	3,160.00	252.80	3,412.80	2,907.10	S/L	25.0
159	1/2 2000 additions	7/01/00	6,319.90	0.00	0.00	3,160.00	252.80	3,412.80	2,907.10	S/L	25.0
168	Additions for 12/31/01	7/01/01	4,414.86	0.00	0.00	2,030.79	176.59	2,207.38	2,207.48	S/L	25.0
169	Additions fro 12/31/01	7/01/01	4,414.85	0.00	0.00	2,030.79	176.59	2,207.38	2,207.47	S/L	25.0
174	1999 Additions	7/01/99	10,179.59	0.00	0.00	5,496.94	407.18	5,904.12	4,275.47	S/L	25.0
175	1/2 1999 Additions	7/01/99	10,179.58	0.00	0.00	0.00	0.00	0.00	10,179.58	Memo	25.0
181	2002 Additions	7/01/02	1,638.00	0.00	0.00	343.98	32.76	376.74	1,261.26	S/L	50.0
184	Improvements	10/31/03	4,613.78	0.00	0.00	845.90	92.28	938.18	3,675.60	S/L	50.0
198	Telemetry	12/15/04	6,857.74	0.00	0.00	1,108.63	137.15	1,245.78	5,611.96	S/L	50.0
210	sewer line	12/28/06	3,367.12	0.00	0.00	404.04	67.34	471.38	2,895.74	S/L	50.0
	331-Treatment Structure		212,351.73	0.00 c	0.00	95,963.31	4,407.70	100,371.01	111,980.72		

Group: 332-Water Treatment Equip

8	ORIGIONAL PURCHASE	1/01/65	16,678.00	0.00	0.00	16,678.00	0.00	16,678.00	0.00	S/L	45.0

15	ADDITIONS	7/01/66	536.00	0.00	0.00	536.00	0.00	536.00	0.00	S/L	45.0
23	ADDITIONS	7/01/68	144.00	0.00	0.00	144.00	0.00	144.00	0.00	S/L	45.0
53	ADDITIONS	7/01/76	3,411.00	0.00	0.00	3,339.40	71.60	3,411.00	0.00	S/L	45.0
59	ADDITIONS	7/01/77	1,508.00	0.00	0.00	1,431.63	33.51	1,465.14	42.86	S/L	45.0
63	ADDITIONS	7/01/78	1,783.00	0.00	0.00	1,375.06	39.62	1,414.68	368.32	S/L	45.0
70	ADDITIONS	7/01/79	68.00	0.00	0.00	61.63	1.51	63.14	4.86	S/L	45.0
98	ADDITIONS	7/01/92	61.00	0.00	0.00	29.68	1.36	31.04	29.96	S/L	45.0
123	IDP D-824 w/30 HP TEFC	10/13/95	3,022.00	0.00	0.00	1,164.08	67.16	1,231.24	1,790.76	S/L	45.0
124	IDP D824 w/30 HP motor	11/16/95	3,022.00	0.00	0.00	1,149.08	67.16	1,216.24	1,805.76	S/L	45.0
137	Contact tank	8/30/97	63,005.00	0.00	0.00	21,468.43	1,400.11	22,868.54	40,136.46	S/L	45.0
138	Filters for contact tank	8/30/97	13,723.00	0.00	0.00	4,676.48	304.96	4,981.44	8,741.56	S/L	45.0
145	6 meter Plt 2	3/24/98	1,225.00	0.00	0.00	400.86	27.22	428.08	796.92	S/L	45.0
153	Additions New Plant	7/01/99	278,843.21	0.00	0.00	83,653.02	6,196.52	89,849.54	188,993.67	S/L	45.0
157	Capital Interest	7/01/99	20,359.17	0.00	0.00	6,107.80	452.43	6,560.23	13,798.94	S/L	45.0
160	Additions new plant	7/01/00	1,424.85	0.00	0.00	395.75	31.66	427.41	997.44	S/L	45.0
166	Rate Case Adjustment	8/30/97	1,018.00	0.00	0.00	346.84	22.62	369.46	648.54	S/L	45.0
167	Additions	7/01/01	3,129.45	0.00	0.00	799.71	69.54	869.25	2,260.20	S/L	45.0
178	2002 Additions	7/01/02	2,025.75	0.00	0.00	531.72	50.64	582.36	1,443.39	S/L	40.0
185	Additions	2/18/03	570.00	0.00	0.00	126.17	14.25	140.42	429.58	S/L	40.0
190	New Additions	10/24/04	1,123.00	0.00	0.00	206.96	28.08	235.04	887.96	S/L	40.0
201	New Additions	12/07/05	4,767.30	0.00	0.00	763.65	119.18	882.83	3,884.47	S/L	40.0
211	2007 Additions	6/30/07	306.42	0.00	0.00	38.30	7.66	45.96	260.46	S/L	40.0
	332-Water Treatment Equip		421,753.15	0.00 c	0.00	145,424.25	9,006.79	154,431.04	267,322.11		

Group: 342-Dist Plant-Reservoin

131	Water tank	5/13/97	275,596.00	0.00	0.00	86,353.96	5,511.92	91,865.88	183,730.12	S/L	50.0
165	Rate Case adjustment	5/13/97	25,253.00	0.00	0.00	7,912.61	505.06	8,417.67	16,835.33	S/L	50.0
	342-Dist Plant-Reservoin		300,849.00	0.00 c	0.00	94,266.57	6,016.98	100,283.55	200,565.45		

Group: 343-Dist Plant-Mains

9	ORIGIONAL PURCHASE	1/01/65	107,780.00	0.00	0.00	107,780.00	0.00	107,780.00	0.00	S/L	33.0
10	dup cost for 80 yrs depr	1/01/65	107,780.00	0.00	0.00	26,945.04	3,368.13	30,313.17	77,466.83	S/L	32.0
64	ADDITIONS	7/01/78	1,971.00	0.00	0.00	1,875.49	59.73	1,935.22	35.78	S/L	33.0
65	dup cost for 80 yr depr	7/01/78	1,971.00	0.00	0.00	202.37	61.59	263.96	1,707.04	S/L	32.0
101	ADDITIONS	7/01/93	130.00	0.00	0.00	77.22	3.94	81.16	48.84	S/L	33.0
102	1/2 cost for 80 yrs life	7/01/93	129.00	0.00	0.00	0.00	0.00	0.00	129.00	Memo	32.0
125	Additions	7/01/96	7,001.00	0.00	0.00	3,513.95	212.15	3,726.10	3,274.90	S/L	33.0
126	1/2 cost for 65 yr life	7/01/96	7,001.00	0.00	0.00	0.00	0.00	0.00	7,001.00	Memo	32.0
132	Pressure reducing valves	7/01/97	1,606.00	0.00	0.00	754.71	48.67	803.38	802.62	S/L	33.0
133	1/2 cost for 65 yr life	7/01/97	1,606.00	0.00	0.00	0.00	0.00	0.00	1,606.00	Memo	32.0
161	Additions in 2000	7/01/00	5,432.12	0.00	0.00	2,057.62	164.61	2,222.23	3,209.89	S/L	33.0
162	1/2 additions in 2000	7/01/00	5,432.12	0.00	0.00	0.00	0.00	0.00	5,432.12	Memo	32.0
170	Additions for 2001	7/01/01	1,803.50	0.00	0.00	648.14	56.36	704.50	1,099.00	S/L	32.0

171	1/2 Additions for 2001	7/01/01	1,803.50	0.00	0.00	0.00	0.00	0.00	1,803.50	Memo	33.0
212	2007 Additions	6/30/07	11,005.95	0.00	0.00	931.26	169.32	1,100.58	9,905.37	S/L	65.0
241	2012 Additions	7/01/12	59.82	0.00	0.00	0.46	0.92	1.38	58.44	S/L	65.0
		343-Dist Plant-Mains	262,512.01	0.00 c	0.00	144,786.26	4,145.42	148,931.68	113,580.33		

Group: 345-Dist Plant Services

11	ORIGIONAL COST	1/01/65	29,141.00	0.00	0.00	29,141.00	0.00	29,141.00	0.00	S/L	30.0
12	dup cost for 60 yrs depr	1/01/65	29,141.00	0.00	0.00	7,770.96	971.37	8,742.33	20,398.67	S/L	30.0
16	ADDITIONS	7/01/66	1,028.00	0.00	0.00	1,028.00	0.00	1,028.00	0.00	S/L	30.0
17	dup cost for 60 yrs depr	7/01/66	1,028.00	0.00	0.00	274.16	34.27	308.43	719.57	S/L	30.0
20	ADDITIONS	7/01/67	886.00	0.00	0.00	886.00	0.00	886.00	0.00	S/L	30.0
21	dup cost for 60 yrs dep	7/01/67	885.00	0.00	0.00	236.00	29.50	265.50	619.50	S/L	30.0
24	ADDITIONS	7/01/68	862.00	0.00	0.00	862.00	0.00	862.00	0.00	S/L	30.0
25	dup cost for 60 yrs depr	7/01/68	862.00	0.00	0.00	229.84	28.73	258.57	603.43	S/L	30.0
26	ADDITIONS	7/01/69	964.00	0.00	0.00	964.00	0.00	964.00	0.00	S/L	30.0
27	dup cost for 60 yrs depr	7/01/69	964.00	0.00	0.00	257.04	32.13	289.17	674.83	S/L	30.0
28	ADDITIONS	7/01/70	458.00	0.00	0.00	458.00	0.00	458.00	0.00	S/L	30.0
29	dup cost for 60 yrs depr	7/01/70	457.00	0.00	0.00	121.84	15.23	137.07	319.93	S/L	30.0
31	ADDITIONS	7/01/71	906.00	0.00	0.00	906.00	0.00	906.00	0.00	S/L	30.0
32	dup cost for 60 yrs depr	7/01/71	906.00	0.00	0.00	241.60	30.20	271.80	634.20	S/L	30.0
33	ADDITIONS	7/01/72	842.00	0.00	0.00	842.00	0.00	842.00	0.00	S/L	30.0
34	dup cost for 60 yrs depr	7/01/72	841.00	0.00	0.00	224.24	28.03	252.27	588.73	S/L	30.0
39	ADDITIONS	7/01/73	1,711.00	0.00	0.00	1,711.00	0.00	1,711.00	0.00	S/L	30.0
40	dup cost for 60 yrs depr	7/01/73	1,710.00	0.00	0.00	456.00	57.00	513.00	1,197.00	S/L	30.0
44	ADDITIONS	7/01/74	1,093.00	0.00	0.00	1,093.00	0.00	1,093.00	0.00	S/L	30.0
45	dup cost for 60 yrs depr	7/01/74	1,092.00	0.00	0.00	291.20	36.40	327.60	764.40	S/L	30.0
47	ADDITIONS	7/01/75	2,838.00	0.00	0.00	2,838.00	0.00	2,838.00	0.00	S/L	30.0
48	dup cost for 60 yrs depr	7/01/75	2,838.00	0.00	0.00	756.80	94.60	851.40	1,986.60	S/L	30.0
54	ADDITIONS	7/01/76	3,982.00	0.00	0.00	3,982.00	0.00	3,982.00	0.00	S/L	30.0
55	dup cost for 60 yrs depr	7/01/76	3,982.00	0.00	0.00	477.84	159.28	637.12	3,344.88	S/L	25.0
60	ADDITIONS	7/01/77	2,556.00	0.00	0.00	2,554.60	1.40	2,556.00	0.00	S/L	30.0
61	dup cost for 60 yrs depr	7/01/77	2,555.00	0.00	0.00	294.81	98.27	393.08	2,161.92	S/L	26.0
66	ADDITIONS	7/01/78	2,005.00	0.00	0.00	1,954.79	50.21	2,005.00	0.00	S/L	30.0
67	dup cost for 60 yrs depr	7/01/78	2,005.00	0.00	0.00	214.83	71.61	286.44	1,718.56	S/L	28.0
71	ADDITIONS	7/01/79	1,335.00	0.00	0.00	1,266.50	44.50	1,311.00	24.00	S/L	30.0
72	dup cost for 60 yrs depr	7/01/79	1,334.00	0.00	0.00	0.00	44.47	44.47	1,289.53	S/L	30.0
73	ADDITIONS	7/01/80	417.00	0.00	0.00	384.70	13.90	398.60	18.40	S/L	30.0
74	dup cost for 60 yrs depr	7/01/80	416.00	0.00	0.00	43.02	14.34	57.36	358.64	S/L	29.0
75	ADDITIONS	7/01/81	1,263.00	0.00	0.00	1,142.30	42.10	1,184.40	78.60	S/L	30.0
76	dup cost for 60 yrs depr	7/01/81	1,262.00	0.00	0.00	126.21	42.07	168.28	1,093.72	S/L	30.0
77	ADDITIONS	7/01/82	1,202.00	0.00	0.00	1,056.91	40.07	1,096.98	105.02	S/L	30.0
78	dup cost for 60 yrs depr	7/01/82	1,201.00	0.00	0.00	0.00	40.03	40.03	1,160.97	S/L	30.0
79	ADDITIONS	7/01/83	818.00	0.00	0.00	696.51	27.27	723.78	94.22	S/L	30.0
80	dup cost for 60 yrs depr	7/01/83	818.00	0.00	0.00	0.00	27.27	27.27	790.73	S/L	30.0

81	ADDITIONS	7/01/86	2,802.00	0.00	0.00	2,193.20	93.40	2,286.60	515.40	S/L	30.0
82	dup cost for 60 yrs depr	7/01/86	2,801.00	0.00	0.00	0.00	0.00	0.00	2,801.00	Memo	30.0
83	ADDITIONS	7/01/87	489.00	0.00	0.00	368.90	16.30	385.20	103.80	S/L	30.0
84	dup cost for 60 yrs depr	7/01/87	489.00	0.00	0.00	0.00	0.00	0.00	489.00	Memo	30.0
85	ADDITIONS	7/01/88	1,733.00	0.00	0.00	1,273.01	57.77	1,330.78	402.22	S/L	30.0
86	dup cost for 60 yrs depr	7/01/88	1,732.00	0.00	0.00	0.00	0.00	0.00	1,732.00	Memo	30.0
87	ADDITIONS	7/01/89	2,552.00	0.00	0.00	1,815.91	85.07	1,900.98	651.02	S/L	30.0
88	dup cost for 60 yrs depr	7/01/89	2,551.00	0.00	0.00	0.00	0.00	0.00	2,551.00	Memo	30.0
91	ADDITIONS	7/01/90	1,166.00	0.00	0.00	800.31	38.87	839.18	326.82	S/L	30.0
92	dup cost for 60 yrs depr	7/01/90	1,165.00	0.00	0.00	0.00	0.00	0.00	1,165.00	Memo	30.0
94	DUPL COST FOR 60 YRS	7/01/91	2,526.00	0.00	0.00	0.00	0.00	0.00	2,526.00	Memo	30.0
95	ADDITIONS	7/01/91	2,527.00	0.00	0.00	1,808.99	84.23	1,893.22	633.78	S/L	30.0
99	ADDITIONS	7/01/92	2,213.00	0.00	0.00	1,438.01	73.77	1,511.78	701.22	S/L	30.0
100	1/2 cost for 60 year life	7/01/92	2,212.00	0.00	0.00	0.00	0.00	0.00	2,212.00	Memo	30.0
103	ADDITIONS	7/01/93	1,222.00	0.00	0.00	749.49	40.73	790.22	431.78	S/L	30.0
104	1/2 cost for 60 yrs life	7/01/93	1,222.00	0.00	0.00	0.00	0.00	0.00	1,222.00	Memo	30.0
115	dup cost for 60 yr depr	7/31/94	3,148.00	0.00	0.00	79.00	0.00	79.00	3,069.00	Memo	30.0
116	Additions	7/31/94	3,149.00	0.00	0.00	1,844.61	104.97	1,949.58	1,199.42	S/L	30.0
119	Additions	7/01/95	3,204.00	0.00	0.00	1,803.40	106.80	1,910.20	1,293.80	S/L	30.0
120	1/2 cost for 60 yr life	7/01/95	3,204.00	0.00	0.00	0.00	0.00	0.00	3,204.00	Memo	30.0
127	Additions	7/01/96	2,947.00	0.00	0.00	1,619.99	98.23	1,718.22	1,228.78	S/L	30.0
128	1/2 cost for 60 yr life	7/01/96	2,947.00	0.00	0.00	0.00	0.00	0.00	2,947.00	Memo	30.0
134	Taps	7/01/97	2,979.00	0.00	0.00	1,538.90	99.30	1,638.20	1,340.80	S/L	30.0
135	1/2 cost for 60 yr life	7/01/97	2,978.00	0.00	0.00	0.00	0.00	0.00	2,978.00	Memo	30.0
141	Gas air compressor	12/31/97	4,088.00	0.00	0.00	2,043.51	136.27	2,179.78	1,908.22	S/L	30.0
142	1/2 cost for 60 yr life	12/31/97	4,087.00	0.00	0.00	0.00	0.00	0.00	4,087.00	Memo	30.0
147	Taps	7/01/98	1,480.00	0.00	0.00	715.29	49.33	764.62	715.38	S/L	30.0
148	Dupl cost for 60 yrs depr	7/01/98	1,479.00	0.00	0.00	0.00	0.00	0.00	1,479.00	Memo	30.0
154	1999 Additions	7/01/99	437.52	0.00	0.00	196.83	14.58	211.41	226.11	S/L	30.0
155	1/2 1999 Additions	7/01/99	437.51	0.00	0.00	0.00	0.00	0.00	437.51	Memo	30.0
163	Additions for 2000	7/01/00	2,013.16	0.00	0.00	838.87	67.11	905.98	1,107.18	S/L	30.0
164	1/2 additions in 2000	7/01/00	2,013.16	0.00	0.00	0.00	0.00	0.00	2,013.16	Memo	30.0
172	Additions fro 2001	7/01/01	1,087.01	0.00	0.00	416.65	36.23	452.88	634.13	S/L	30.0
173	1/2 Additions for 2001	7/01/01	1,087.00	0.00	0.00	0.00	0.00	0.00	1,087.00	Memo	30.0
179	2002 Additions	7/01/02	7,165.50	0.00	0.00	1,504.76	143.31	1,648.07	5,517.43	S/L	50.0
186	Additions for 2003	7/01/03	4,148.48	0.00	0.00	670.66	82.97	753.63	3,394.85	S/L	50.0
187	Additions for 2003	7/01/03	4,148.48	0.00	0.00	670.66	82.97	753.63	3,394.85	S/L	50.0
193	Additions for 2004	7/01/04	3,756.30	0.00	0.00	544.70	75.13	619.83	3,136.47	S/L	50.0
194	Additions for 2004	7/01/04	3,756.31	0.00	0.00	544.70	75.13	619.83	3,136.48	S/L	50.0
202	Additions for 2005	7/01/05	3,239.28	0.00	0.00	415.72	64.79	480.51	2,758.77	S/L	50.0
208	Additions for 2006	6/30/06	8,114.81	0.00	0.00	906.17	162.30	1,068.47	7,046.34	S/L	50.0
213	2007 Additions	6/30/07	4,209.27	0.00	0.00	399.87	84.19	484.06	3,725.21	S/L	50.0
221	2008 Additions	6/01/08	2,545.22	0.00	0.00	202.91	50.90	253.81	2,291.41	S/L	50.0
227	Addtions 2009	7/01/09	2,441.19	0.00	0.00	150.54	48.82	199.36	2,241.83	S/L	50.0
230	Additions 2010	6/30/10	2,000.13	0.00	0.00	90.01	40.00	130.01	1,870.12	S/L	50.0

236	Additions 2011	7/01/11	536.09	0.00	0.00	16.08	10.72	26.80	509.29	S/L	50.0
242	Addtions fro 2012	7/01/12	2,441.79	0.00	0.00	24.42	48.84	73.26	2,368.53	S/L	50.0
248	Additions for 2013	7/01/13	755.07	0.00 c	0.00	0.00	7.55	7.55	747.52	S/L	50.0
		345-Dist Plant Services	230,029.28	0.00 c	0.00	93,469.77	4,254.83	97,724.60	132,304.68		

Group: 346-Meters

195	New additions-meters	6/01/04	119,191.85	0.00	0.00	29,230.37	3,405.48	32,635.85	86,556.00	S/L	35.0
214	Meter Additions	6/30/07	8,229.62	0.00	0.00	1,293.22	235.13	1,528.35	6,701.27	S/L	35.0
222	Meter upgrade	6/01/08	1,791.16	0.00	0.00	234.57	51.18	285.75	1,505.41	S/L	35.0
228	Meter Additions	7/01/09	448.69	0.00	0.00	44.87	12.82	57.69	391.00	S/L	35.0
237	Additions 2011	7/01/11	774.90	0.00	0.00	33.21	22.14	55.35	719.55	S/L	35.0
243	Additions 2012	7/01/12	16,472.68	0.00	0.00	235.32	470.65	705.97	15,766.71	S/L	35.0
249	Additions for 2013	7/01/13	21,585.97	0.00 c	0.00	0.00	308.37	308.37	21,277.60	S/L	35.0
		346-Meters	168,494.87	0.00 c	0.00	31,071.56	4,505.77	35,577.33	132,917.54		

Group: 347-Meter Installation

197	New Additions-Meter Installation	6/01/04	73,053.07	0.00	0.00	12,540.77	1,461.06	14,001.83	59,051.24	S/L	50.0
244	2012 Additions	7/01/12	4,327.50	0.00	0.00	43.28	86.55	129.83	4,197.67	S/L	50.0
250	Additions for 2013	7/01/13	4,365.00	0.00 c	0.00	0.00	43.65	43.65	4,321.35	S/L	50.0
		347-Meter Installation	81,745.57	0.00 c	0.00	12,584.05	1,591.26	14,175.31	67,570.26		

Group: 348-Hydrants

35	ADDITIONS	7/01/72	1,921.00	0.00	0.00	1,921.00	0.00	1,921.00	0.00	S/L	30.0
36	dup cost for 80 yrs depr	7/01/72	1,920.00	0.00	0.00	270.54	96.00	366.54	1,553.46	S/L	20.0
41	ADDITIONS	7/01/73	227.00	0.00	0.00	227.00	0.00	227.00	0.00	S/L	30.0
42	dup cost for 80 yrs depr	7/01/73	226.00	0.00	0.00	31.84	11.30	43.14	182.86	S/L	20.0
49	ADDITIONS	7/01/75	3,111.00	0.00	0.00	3,111.00	0.00	3,111.00	0.00	S/L	30.0
50	dup cost for 80 yrs depr	7/01/75	3,111.00	0.00	0.00	414.81	155.55	570.36	2,540.64	S/L	20.0
56	ADDITIONS	7/01/76	2,770.00	0.00	0.00	2,770.00	0.00	2,770.00	0.00	S/L	30.0
57	dup cost for 80 yrs depr	7/01/76	2,769.00	0.00	0.00	332.28	110.76	443.04	2,325.96	S/L	25.0
121	Additions	7/01/95	691.00	0.00	0.00	389.39	23.03	412.42	278.58	S/L	30.0
122	1/2 cost for 80 yr life	7/01/95	690.00	0.00	0.00	9.00	0.00	9.00	681.00	Memo	30.0
143	16 Hydrants	12/31/97	14,805.00	0.00	0.00	7,403.50	493.50	7,897.00	6,908.00	S/L	30.0
144	1/2 cost for 60 yr life	12/31/97	14,805.00	0.00	0.00	0.00	0.00	0.00	14,805.00	Memo	30.0
		348-Hydrants	47,046.00	0.00 c	0.00	16,880.36	890.14	17,770.50	29,275.50		

Group: 391-Furniture & Equipment

13	ORIGIONAL PURCHASE	1/01/65	506.00	0.00	0.00	506.00	0.00	506.00	0.00	S/L	20.0
18	ADDITIONS	7/01/66	606.00	0.00	0.00	606.00	0.00	606.00	0.00	S/L	20.0
43	ADDITIONS	7/01/73	200.00	0.00	0.00	200.00	0.00	200.00	0.00	S/L	20.0
105	TELEPHONES	7/01/93	134.00	0.00	0.00	134.00	0.00	134.00	0.00	S/L	7.0

106	FILE CABINETS	7/01/93	452.00	0.00		0.00	452.00	0.00	452.00	0.00 S/L	20.0
107	PRINTER I	7/01/93	300.00	0.00		0.00	300.00	0.00	300.00	0.00 S/L	7.0
108	COPIER	7/01/93	750.00	0.00		0.00	750.00	0.00	750.00	0.00 S/L	7.0
109	DESK	7/01/93	31.00	0.00		0.00	31.00	0.00	31.00	0.00 S/L	20.0
110	TYPEWRITER	7/01/93	75.00	0.00		0.00	75.00	0.00	75.00	0.00 S/L	7.0
114	UPS - 1/2 half of cost	7/08/94	373.00	0.00		0.00	373.00	0.00	373.00	0.00 S/L	7.0
146	Dell computers (2)	6/16/98	2,250.00	0.00		0.00	2,250.00	0.00	2,250.00	0.00 S/L	5.0
180	Office equipment	7/01/02	32.45	0.00		0.00	32.45	0.00	32.45	0.00 S/L	7.0
188	Office Equipment	2/03/03	105.79	0.00		0.00	105.79	0.00	105.79	0.00 S/L	5.0
191	Computer Equip & Software	9/29/04	1,280.50	0.00		0.00	1,280.50	0.00	1,280.50	0.00 S/L	5.0
205	Shared Printer	5/23/05	519.90	0.00		0.00	394.26	51.99	446.25	73.65 S/L	10.0
209	Mike Lake - Computer	10/01/06	379.00	0.00		0.00	379.00	0.00	379.00	0.00 S/L	5.0
215	New Furniture	6/30/07	302.28	0.00		0.00	302.28	0.00	302.28	0.00 S/L	5.0
223	Reliable Telephone	7/28/08	83.98	0.00		0.00	74.20	9.78	83.98	0.00 S/L	5.0
224	Software	6/09/08	3,175.40	0.00		0.00	3,175.40	0.00	3,175.40	0.00 S/L	3.0
229	New computer	7/10/09	1,920.06	0.00		0.00	1,429.06	384.01	1,813.07	106.99 S/L	5.0
231	computer additions	7/01/10	350.00	0.00		0.00	175.00	70.00	245.00	105.00 S/L	5.0
245	Fax Machine	7/01/12	101.47	0.00		0.00	10.15	20.29	30.44	71.03 S/L	5.0
246	Office Equipment	7/01/12	566.88	0.00		0.00	56.69	113.38	170.07	396.81 S/L	5.0
	391-Furniture & Equipment		14,494.71	0.00 c		0.00	13,091.78	649.45	13,741.23	753.48	

Group: 392,396-Service Vehicles

112	CASE INTL 395 TRACTOR	12/30/93	17,000.00	0.00		0.00	17,000.00	0.00	17,000.00	0.00 S/L	10.0
113	1/2 COST OF 94 FORD F250	12/31/93	18,206.00	0.00		0.00	18,206.00	0.00	18,206.00	0.00 S/L	5.0
139	Wood mower	11/10/97	1,568.00	0.00		0.00	1,568.00	0.00	1,568.00	0.00 S/L	5.0
150	Ford 3/4 ton pickup truck	12/15/98	33,226.00	0.00		0.00	33,226.00	0.00	33,226.00	0.00 S/L	7.0
156	Al's Mower	5/11/99	2,900.00	0.00		0.00	2,900.00	0.00	2,900.00	0.00 S/L	7.0
204	Ford Truck	7/14/05	25,000.00	0.00		0.00	25,000.00	0.00	25,000.00	0.00 S/L	7.0
216	Vehicle Imrovements	6/30/07	6,934.94	0.00		0.00	6,006.54	618.93	6,625.47	309.47 200DB	7.0
232	6' Bushhog	8/09/10	999.00	0.00		0.00	344.88	142.71	487.59	511.41 S/L	7.0
233	Mower and Deck	7/12/10	7,100.00	0.00		0.00	2,535.72	1,014.29	3,550.01	3,549.99 S/L	7.0
	392,396-Service Vehicles		112,933.94	0.00 c		0.00	106,787.14	1,775.93	108,563.07	4,370.87	

Group: 394-Small Tools

14	ORIGIONAL POURCHASE	1/01/65	150.00	0.00		0.00	150.00	0.00	150.00	0.00 S/L	25.0
30	ADDITIONS	7/01/70	1,200.00	0.00		0.00	1,200.00	0.00	1,200.00	0.00 S/L	25.0
37	ADDITIONS	7/01/72	239.00	0.00		0.00	239.00	0.00	239.00	0.00 S/L	25.0
68	ADDITIONS	7/01/78	500.00	0.00		0.00	500.00	0.00	500.00	0.00 S/L	25.0
111	ADDITIONS	7/01/93	1,037.00	0.00		0.00	963.24	41.48	1,004.72	32.28 S/L	25.0
118	Stihl 026AX 16	3/25/95	404.00	0.00		0.00	304.08	16.16	320.24	83.76 S/L	25.0
217	Small Tools	6/30/07	838.11	0.00		0.00	184.36	33.52	217.88	620.23 S/L	25.0
225	FURNITURE - Leaf	11/05/08	230.24	0.00		0.00	38.37	9.21	47.58	182.66 S/L	25.0
238	additions 2011	6/07/11	1,284.97	0.00		0.00	81.38	51.40	132.78	1,152.19 S/L	25.0

394-Small Tools	5,883.32	0.00	c	0.00	3,660.43	151.77	3,812.20	2,071.12
Grand Total	2,208,819.53	0.00	c	0.00	912,344.60	43,574.90	955,919.50	1,252,900.03

Highlighted language = Excluded Assets

5352 MOHAWK UTILITIES

SCHEDULE 1.2(e)
Book Asset Detail 1/01/13 - 12/31/13

07/01/2014 8:16 AM

FYE: 12/31/2013

Group: 392,396-Service Vehicles

112	CASE INTL 395 TRACTOR	12/30/93	17,000.00	0.00	0.00	17,000.00	0.00	17,000.00	0.00	S/L	10.0
113	1/2 COST OF 94 FORD F250	12/31/93	18,206.00	0.00	0.00	18,206.00	0.00	18,206.00	0.00	S/L	5.0
139	Wood mower	11/10/97	1,568.00	0.00	0.00	1,568.00	0.00	1,568.00	0.00	S/L	5.0
150	Ford 3/4 ton pickup truck	12/15/98	33,226.00	0.00	0.00	33,226.00	0.00	33,226.00	0.00	S/L	7.0
232	6' Bushhog	8/09/10	999.00	0.00	0.00	344.88	142.71	487.59	511.41	S/L	7.0
233	Mower and Deck	7/12/10	7,100.00	0.00	0.00	2,535.72	1,014.29	3,550.01	3,549.99	S/L	7.0

MOHAWK UTILITY INC. / AQUA OHIO, INC.

SCHEDULE 1.4 ASSUMED OBLIGATIONS OF SELLER

AQUA shall be obligated to honor the following agreements and obligations after Closing:

1. A water line easement with Ronald E. Rembert II and S Christina Rembert. Attached as Exhibit 1.
2. A water line easement with Bruce E. Dourm and Donna Dourm. Attached as Exhibit 2.
3. A water line easement with Harold M. Neal and Anna L. Neal as Trustees o the Harold M. Neal and Anna L. Neal Revocable Living Trust. Attached as Exhibit 3.
4. Ordinance No. 4-2011 that sets out a minimum amount of water that Seller must buy from the Village of Malvern per month and per year. Attached as Exhibit 4.

Exhibit 1

WATER LINE EASEMENT

We, **Ronald E. Rembert, II and S. Christina Rembert**, of 5072 Citrus Road NW, Malvern, Ohio 44644, referred to as Grantors (Rembert), in consideration of the mutual promises set forth below, grant to **Mohawk Utilities, Inc.**, of P.O. Box 566, Malvern, Ohio 44644, referred to as Grantee (Mohawk), its successors, and assigns, a right-of-way and easement for the purpose of laying, maintaining and operating a water line to be used for transporting water.

The right-of-way and easement will be approximately twenty-five feet in width on and through the Grantors' (Rembert) land located in Carroll County, State of Ohio, and described as follows:

Situated in the Township of Brown, County of Carroll, and State of Ohio and known as being part of the southeast Quarter of Section 19, Township 16, Range 6, and further described as follows to wit:
Beginning at a stone found at the Northeast corner of the Southeast Quarter of Section 19 and further known as the true place of beginning for the tract herein described;
Thence south 04 deg. 30' 00" West, along the section line, a distance of 1404.36 feet to a 5/8" iron bar set;
Thence North 85 deg. 30' 00" West, a distance of 208.71 feet to a 5/8" iron bar set;
Thence South 04 deg. 30' 00" West, a distance of 208.71 feet to a 5/8" iron bar set;
Thence South 85 deg. 30' 00" East, a distance of 208.71 feet to a 5/8" iron bar set on the section line;
Thence South 04 deg. 30' 00" West, along the section line, a distance of 271.00 feet to a 5/8" iron bar set;
Thence North 75 deg. 57' 27" West, along the line of a tract of land now or formerly owned by J. Cunningham (169:625) a distance of 429.00 feet to a 5/8" iron bar set;
Thence south 33 deg. 25' 37" West, along the line of said Cunningham tract, a distance of 468.60 feet to a 5/8" iron bar set;
Thence South 04 deg. 45' 08" West, along the line of said Cunningham tract, a distance of 384.12 feet to a 5/8" iron bar set on the section line;

Transfer NOT Necessary
E. Leroy Van Horne
Carroll County Auditor

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Thence North 85 deg. 14' 52" West, along the section line, a distance of 509.52 feet to a 5/8" iron bar set;
Thence North 07 deg. 22' 03" East, along the line of a tract of land now or formerly owned by C. Ayers (207:320), a distance of 2316.47 feet to a railroad spike found in the center of Citrus Road (C.R. 68);
Thence North 75 deg. 43' 34" East, along the center of Citrus Road, distance of 463.66 feet to a railroad spike found;
Thence North 48 deg. 15' 59" East, along the center of Citrus Road, a distance of 193.90 feet to a railroad spike found on the quarter section line;
Thence South 85 deg. 45' 34" East, along the quarter section line, a distance of 471.93 feet to the true place of beginning;
Containing 51.759 acres of land as surveyed by Robert L. Akins this 28th day of May, 1996.
Prior deed reference: Deed Volume 269, Page 705 and being all that remains of the 54.478 acre tract described therein.
Basis of Bearings: The deed bearing for the East line of Section 19 as recorded in Deed Volume 269, Page 705.
Parcel No. 03-01055

The water line easement is described as follows:

Situated in the Township of Brown, County of Carroll, and State of Ohio; known as being part of the Southeast Quarter of Section 19, Township 16 of Range 6, also being part of a 51.759 acre tract of Ronald and Christina Rembert as recorded in Volume 279, Page 157 of Deed Records, said right-of-way being more particularly described as follows,
Beginning for reference at the Southeast corner of the Southeast Quarter of Section 19, also being the Southeast corner of a 10.48 acre tract of John Cunningham as recorded in Volume 169, Page 625 of Deed Records,
Thence with the South line of said Quarter Section and Cunningham tract, North 85 deg. -14' -52" West 651.42' feet to a point at the Southeast corner of said Rembert tract and THE TRUE PLACE OF BEGINNING,
Thence with the South line of said Quarter Section, North 85 deg -14' -52" West 25.00' feet to a point,
Thence North 04 deg. -45' -08" East 390.51' feet to a point;
Thence North 33 deg. -25' -37" East 474.99' feet to a point;
Thence North 35 deg. -17' -12" East 461.54' feet to a point at the Northwest corner of a 1.00 acre tract of the Village of Malvern as recorded in Volume 277, Page 82 of Deed Records,

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Thence with the west line of said 1.00 acre tract, South 04 deg. -30' -00" West 48.82' feet to a point;
Thence South 35 deg. -17' -12" West 418.79' feet to a point at the Northwest corner of said Cunningham tract,
Thence with said Cunningham tract, South 33 deg. -25' -37" West 468.60' feet to a point,
Thence with said Cunningham tract, South 04 deg. -45' -08" West 384.12' feet to a point and THE TRUE PLACE OF BEGINNING, the herein described right-of-way containing 0.746 acres more or less, Description of said right-of-way by Bonar Surveying Registered Surveyor # 7134, Nov. 14, 2005.

The water line easement is reflected on a survey plat which is attached and marked as Exhibit A and incorporated herein as if fully rewritten within this agreement.

The Grantee (Mohawk) grants to the Grantors (Rembert) access to the water line for water taps for residential purposes. Further the Grantee (Mohawk) will install one six inch tap in a location determined by the Grantors (Rembert). This shall be installed at the Grantee's (Mohawk) expense and will be for the benefit of the Grantors (Rembert).

Additional taps may be permitted and are limited to residential purposes and the additional taps are at the cost of the Grantors (Rembert). Grantors (Rembert) agree that after their installation the taps will become the property of the Grantee (Mohawk), Mohawk Utilities, Inc.

In the event that the Grantors (Rembert) take advantage of the ability to have water tap ins and extends or installs water lines from the water line easement these tap ins and water lines shall be at the expense of the Grantors (Rembert) but once such construction has taken place they shall be surrendered to the ownership of Mohawk Utilities, Inc., who will

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thereafter assume ownership as well as responsibility for maintenance, repair, and replacement.

Grantors (Rembert) acknowledge that the tapping into the water line will obligate the Grantors (Rembert) or their successors and assigns the responsibility to pay to Mohawk Utilities, Inc., or its successors or assigns a fee for the water so used until such time as the Grantee (Mohawk) abandons the water line or is unable to continue to furnish water. [illegible]

Grantee (Mohawk), its successors or assigns, acknowledge an obligation to pay a yearly stipend of Five Hundred Dollars ($500.00) to the Grantors (Rembert). However, this stipend has several conditions which are set forth below.

Grantors (Rembert) acknowledge receipt of the first yearly stipend in March of 2003. Grantee (Mohawk) acknowledges their yearly stipend [illegible] each and every year thereafter for a period of ten (10) years to be calculated [illegible] stipend is limited to a [illegible] (10) [illegible] provided that Grantors (Rembert) have actually tapped [illegible] to the water line [illegible] customers of [illegible] more or to the water line [illegible] successors and assigns [illegible] yearly stipend [illegible]

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for in this agreeemnt, Grantee (Mohawk) is obligated to send a written notice 30 days prior to abandonment by registered mail, return receipt requested to the Grantors (Rembert) at their last known address. All terms of this agreement shall become null and void upon receipt of said notice of abandonment 30 days from delivery.

It is further agreed by and between Grantors (Rembert) and Grantee (Mohawk) that the consideration recited here shall constitute payment in full for any damages to the land of the Grantors (Rembert), their successors and assigns, by reason of the installation, operation, repair, and maintenance of the water line. However, the Grantee (Mohawk) agrees to install and repair the water line so that no unreasonable damage will result from its use, operation, repair and maintenance to the adjacent land of the Grantors (Rembert). Said property shall be restored to as near its original condition as possible.

The parties acknowledge that this pipeline easement shall constitute what is known as a covenant running with the land for the benefit of the Grantee (Mohawk), its successors and assigns.

Accompanying this right is the further right in Grantee (Mohawk), its successors and assigns, to enter and depart over and upon that portion of Grantors (Rembert) land to effect the purposes of the easement. However, these rights are conditioned on the reasonable exercise of them.

It is understood that Grantors (Rembert) will not allow any construction, building or other impediment to be placed or erected on the surface of the land of the water line easement, other than roadways.

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Instrument Book Page
200600000829 OR 26 343

IN WITNESS WHEREOF, we the parties, have hereunto executed this water line easement this 14 day of February, 2006.

Pam Robertson

Ronald E. Rembert II

Linda J. Robertson

S. Christina Rembert

Pam Robertson

Mohawk Utilities, Inc. by:

Jon D. Robertson, President

Linda J. Robertson

STATE OF OHIO]
]§ Before me, a Notary Public in and for
CARROLL COUNTY] said County and State, personally appeared the above named Ronald E. Rembert II and S. Christina Rembert who acknowledged that they did sign the foregoing instrument and the same is their free act and deed.

IN TESTIMONY WHEREOF, I Have hereunto set my hand and official seal at Malvern, Ohio, this 14th day of February, 2006.

Notary Public

Nancy S. Knox Exp. 1-13-07

STATE OF OHIO]
]§ Before me, a Notary Public in and for
CARROLL COUNTY] said County and State, personally appeared the above named Jon D. Robertson, President of Mohawk Utilities, Inc. who acknowledged that he did sign the foregoing instrument and the same is his free act and deed.

IN TESTIMONY WHEREOF, I Have hereunto set my hand and official seal at Malvern, Ohio, this 14th day of February, 2006.

Notary Public

Nancy S. Knox Exp. 1-13-07

INSTRUMENT PREPARED BY:
Charles A. Johnston
Attorney at Law
40 Second Street NE
P.O. Box 335
Carrollton, Ohio 44615

200600000829 OR
Filed for Record in
CARROLL COUNTY, OHIO
PATRICIA J. OTER
02-21-2006 At 10:03 am.
EASEMENT D 68.00
OR Book 26 Page 338 - 344

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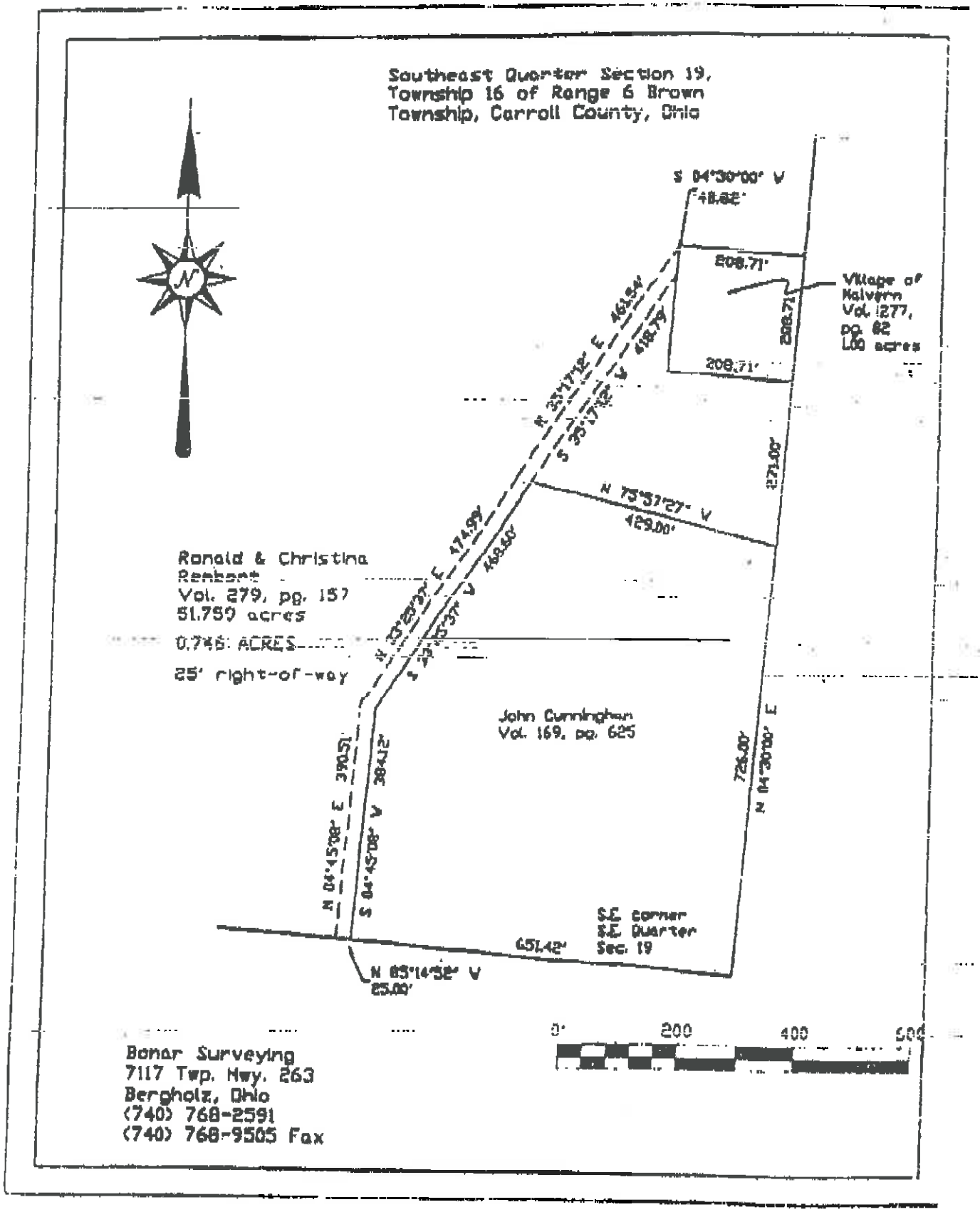
Instrument 200600000829 OR Book 26 Page 344

EXHIBIT A



6

Exhibit 2

Instrument 200600000827 OR Book 24 Page 326

WATER LINE EASEMENT

We, Bruce E. Douzm and Donna Douzm, of 5287 Avalon Road NW, Malvern, Ohio 44644, referred to as Grantors, in consideration of the mutual promises set forth below, grant to Mohawk Utilities, Inc., of P.O. Box 566, Malvern, Ohio 44644, referred to as Grantee, its successors, and assigns, a right-of-way and easement for the purpose of laying, maintaining and operating a water line to be used for transporting water.

The right-of-way and easement will be approximately twenty feet in width on and through the Grantors' land located in Carroll County, State of Ohio and described as follows:

Situated in the Township of Brown, County of Carroll and State of Ohio:
Being a part of the Northeast Quarter of Section 32, Township 16, of Range 6 and being a part of a 120 acre tract of land as conveyed to Clyde Kretzinger by Warranty Deed as recorded in Volume 121, Page 27 and being more particularly described as follows:
Beginning at an 3/4" iron bar found on the Northwest corner of the Northeast Quarter of section 32, said point being the TRUE PLACE OF BEGINNING;
Thence S 85 deg. 31' 00" E along the North line of Section 32, a distance of 1670.59 feet to a 5/8" iron bar found in the centerline of Avalon Road (C.R. 20);
Thence S 5 deg. 00' 20" E along the centerline of Avalon Road and the West line of lands now or formerly owned by Paul & Mary Ann Cofta (243/708), a distance of 80.00 feet to a 1/2" steel spindle (axle) set;
Thence N 85 deg. 31' 00" W, a distance of 826.58 feet to a 5/8" iron bar set;
Thence S 2 deg. 54' 00" E, a distance of 238.97 feet to a 5/8" iron bar set;
Thence S 33 deg. 20' 25" W, a distance of 282.95 feet to a 5/8" iron bar set;
Thence S 60 deg. 07' 55" W, a distance of [illegible] feet to a 5/8" iron bar set;
Thence S 67 deg. 00' 20" W, a distance of 510.74 feet to a 5/8" iron bar set on the West line of the Northeast Quarter;
Thence N 4 deg. 10' 40" E, a distance of 1005.00 feet to the TRUE PLACE OF BEGINNING and containing 16.619 acres of land as surveyed by David J. Bodo, Ohio Registered Surveyor Number

Transfer NOT Necessary
E. Leroy Van Horne
Carroll County Auditor

63421 in June 1994, but subject to all legal highways.
The Basis of Bearing for this survey was the North line of Section 32 and the Bearing of S 85 deg. 31' 00" E was taken from a survey prepared by Miskimen Engineering and Surveying and recorded in Survey File Number 4465.

The water line easement is described as follows:

Situated in the Township of Brown, County of Carroll, and State of Ohio: Being a part of the Northeast Quarter of Section 32, Township 16 of Range 6 and being part of a 16.619 acre tract of land as conveyed to [illegible] by Warranty Deed as recorded in Volume [illegible] Page 789. Said easement being 20 feet in width for the purpose of installing, maintaining, and or replacing a water line across the Dourm lands, said easement being more particularly described as follows:
Beginning at a 3/4" iron bar found on the Northwest corner of the Northeast Quarter of Section 32;
Thence S 4 deg. 10' 40" W along the West line of the Northeast Quarter of Section 32, a distance of 578.12 feet to a point on the Northern side of said easement, said point being the TRUE PLACE OF BEGINNING;
Thence N 83 deg. 00' 00" E, a distance of 179.53 feet to a bend point;
Thence N 80 deg. 00' 00" E, a distance of 522.21 feet to a bend point;
Thence S 80 deg. 42' 00" E, a distance of 151.94 feet to a point on the East line of said Dourm lands;
Thence S 33 deg. 20' 25" W along the West line of the lands now or formerly owned by Harold and Anna Neal (294/134), a distance of 21.90 feet to a point on the South line of said easement;
Thence N 80 deg. 42' 00" W, a distance of 139.62 feet to a point;
Thence S 80 deg. 00' 00" W, a distance of 519.33 feet to a point;
Thence S 83 deg. 00' 00" W, a distance of 184.00 feet to a point on the West line of said Dourm lands;
Thence N 4 deg. 10' 40" E, a distance of 20.39 feet to the TRUE PLACE OF BEGINNING and containing 0.389 acres of land, more or less, as surveyed by David J. Bodo, Ohio Registered Surveyor Number 6321 in October, 2000.
The Basis of Bearing for this survey was the North line of the Northeast Quarter of Section 32 and the Bearing of S 85 deg. 31' 00" E was taken from a survey prepared by David Bodo & Associates and recorded in Survey File Number 7225.

The water line easement is reflected on a survey plat which is attached and marked as Exhibit A and

incorporated herein as if fully rewritten within this agreement.

The Grantee grants to the Grantors access to the water line for a water tap for residential purposes. Further the Grantee grants to the Grantor permission for additional water taps to be connected to the Grantee's water line. However said additional taps are limited to residential purposes. The costs of the taps shall be borne by the Grantors and following their installation will become the property of Grantee, Mohawk Utilities, Inc.

In the event that the Grantors take advantage of the ability to have water tap ins and extends or installs water lines from the water line easement these tap ins and water lines shall be at the expense of the Grantors but once such construction has taken place they shall be surrendered to the ownership of Mohawk Utilities, Inc., who will thereafter assume ownership as well as responsibility for maintenance, repair, and replacement.

Grantors acknowledge that the tapping into the water line will obligate Grantors or their successors and assigns the responsibility to pay to Mohawk Utilities, Inc., or its successors or assigns a fee for the water so used until such time as the Grantee abandons the water line or is unable to continue to furnish water. Said cost of water shall be equivalent to the fees charged to other consumers and customers of Mohawk Utilities, Inc.

It is further agreed by and between Grantors and Grantee that the consideration recited here shall constitute payment in full for any damages to the land of the Grantors, their successors and assigns, by reason of

the installation, operation, repair, and maintenance of the water line. However, the Grantee agrees to install and repair the water line so that no unreasonable damage will result from its use, operation, repair and maintenance to the adjacent land of the Grantors. Said property shall be restored to as near its original condition as possible.

The parties acknowledge that this pipeline easement shall constitute what is known as a covenant running with the land for the benefit of the Grantee, its successors and assigns.

Accompanying this right is the further right in Grantee, its successors and assigns, to enter and depart over and upon that portion of Grantors land to effect the purposes of the easement. However, these rights are conditioned on the reasonable exercise of them.

It is understood that Grantors will not allow any construction, building or other impediment to be placed or erected on the surface of the land of the water line easement.

IN WITNESS WHEREOF, we the parties, have hereunto executed this water line easement this 15th day of February, ~~2005~~ 2006.

Bruce E. Dourm

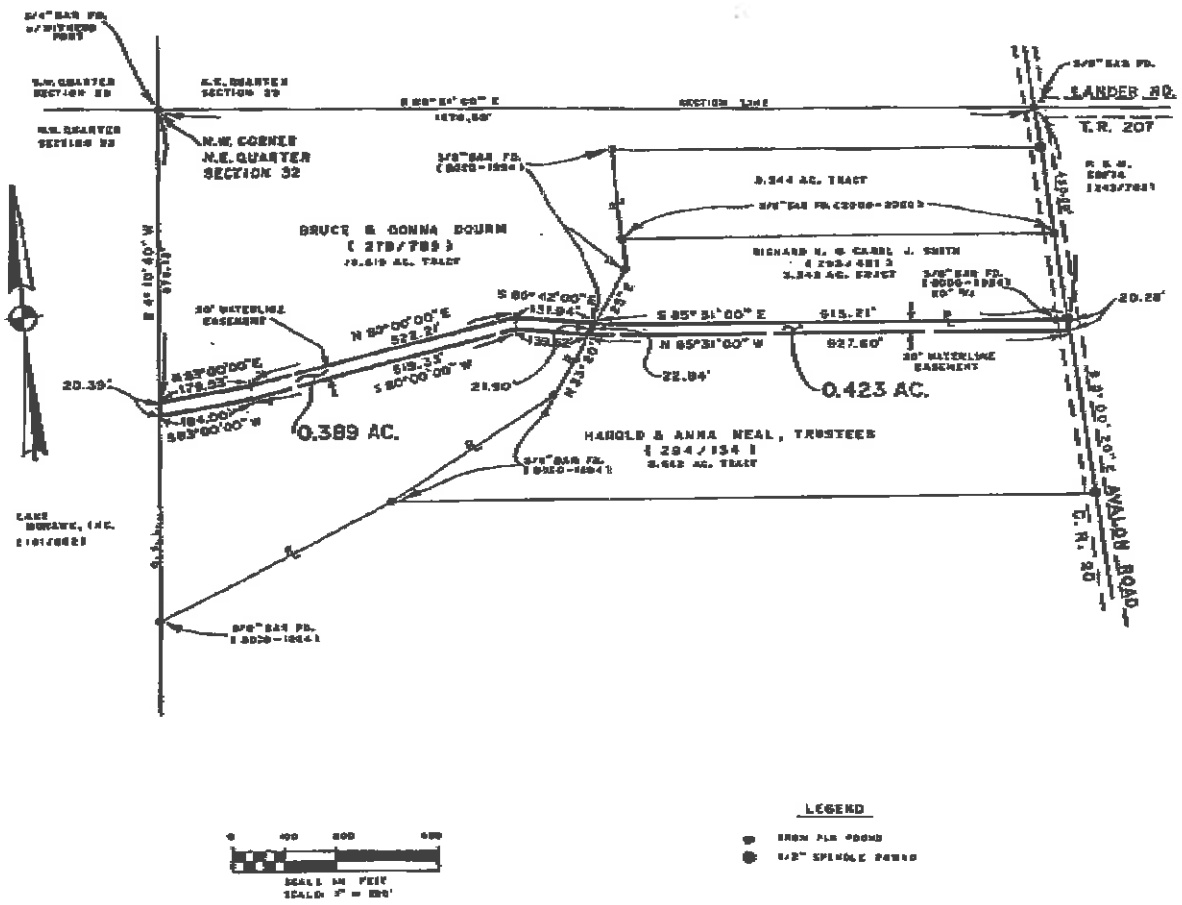
Donna Dourm

Mohawk Utilities, Inc. by:

Jon D. Robertson, President

Instrument # 200600000827 OR Book Page 26 331

EXHIBIT A



THE BASIS OF BEARINGS FOR THIS SURVEY WAS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32 AND THE BEARING OF S 85° 31' 00" E WAS TAKEN FROM A SURVEY PREPARED BY DAVID BODO & ASSOCIATES AS RECORDED IN SURVEY FILE NUMBER 7225.

THIS SURVEY IS SUBJECT TO ALL LEGAL HIGHWAYS AND ANY EASEMENTS, RESTRICTIONS, OR RESERVATIONS OF RECORD.

REFERENCES: DEED VOLUMES: 279/789 & 294/134
SURVEY FILE No. 7225 - BODO - 1994
SURVEY FILE No. 8642 - BODO - 2000

STATE OF OHIO
DAVID J. BODO
5221
REGISTERED
SURVEYOR

I hereby state that this plat of survey represents the minimum standards for boundary surveys in the State of Ohio as published in Chapter 4733-37 of the Ohio Administrative Code.

DAVID J. BODO, REGISTERED SURVEYOR NUMBER 5221

SURVEY PLAT
FOR
JON ROBERTSON

PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 16 OF RANGE 6, TOWNSHIP OF BROWN, COUNTY OF CARROLL, STATE OF OHIO.

OWNER: SEE DRAWING	
DATE: OCTOBER 11, 2000	DRAWN: SEE DRAWING
FIELD BOOK:	JOB No. 00075

DAVID BODO & ASSOCIATES
P.O. BOX 396
CARROLLTON, OHIO 44615
(330) 627-3639

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Exhibit 3

Instrument 200400000828 OR Book 26 Page 332

WATER LINE EASEMENT

We, Harold M. Neal and Anna L. Neal, as Trustees of THE HAROLD M. NEAL AND ANNA L. NEAL REVOCABLE LIVING TRUST, of 5225 Avalon Road NW, Malvern, Ohio 44644, referred to as Grantors, in consideration of the mutual promises set forth below, grant to Mohawk Utilities, Inc., of P.O. Box 566, Malvern, Ohio 44644, referred to as Grantee, its successors, and assigns, a right-of-way and easement for the purpose of laying, maintaining and operating a water line to be used for transporting water.

The right-of-way and easement will be approximately twenty feet in width on and through the Grantors' land located in Carroll County, State of Ohio and described as follows:

Situated in the Township of Brown, County of Carroll, and State of Ohio:
Being a part of the Northeast Quarter of Section 32, Township 16 of Range 6 and being a part of a 120 acre tract of land as conveyed to Clyde Kretzinger by Warranty Deed as recorded in Volume 121, Page 27 and being more particularly described as follows:
Beginning at an 3/4" iron bar found on the Northwest corner of the Northeast Quarter of Section 32;
Thence S 85 deg. 31' 00" East along the North line of Section 32, a distance of 1678.58 feet to a 5/8" iron bar found in the centerline of Avalon Road (C.R. 20);
Thence South 5 deg. 00' 20" East along the centerline of Avalon Road and the West line of lands now or formerly owned by Paul & Mary Ann Cofta (243/708), a distance of 430.00 feet to a 1/2" steel spindle (axle) set, said point being the TRUE PLACE OF BEGINNING;
Thence continuing S 5 deg. 00' 20" E along the centerline of said road and the West line of said Cofta lands, a distance of 350.00 feet to a 1/2" steel spindle (axle) set;
Thence N 85 deg. 31' 00" W, a distance of 1348.68 feet to a 5/8" iron bar set;
Thence N 60 deg. 07' 55" E, a distance of 364.41 feet to a 5/8" iron bar set;
Thence N 33 deg. 20' 25" E, a distance of 159.38 feet to a 5/8" iron bar set;

Transfer NOT Necessary
E. Leroy Van Horne
Carroll County Auditor

Thence S 85 deg. 31' 00" E, a distance of 913.21 feet to the TRUE PLACE OF BEGINNING and containing 8.662 acres of land as surveyed by David J. Bodo, Ohio Registered Surveyor Number 6321 in June, 1994, but subject to all legal highways.

The water line easement is described as follows:

Situated in the Township of Brown, County of Carroll, and State of Ohio:
Being a part of the Northeast Quarter of Section 32, Township 16, of Range 6 and being part of a 8.662 acre tract of land as conveyed to Harold and Anna Neal, Trustees by Revocable Trust as recorded in Volume 294, Page 134. Said easement being 20 feet in width for the purpose of installing, maintaining and or replacing a water line across the Neal lands, said easement being more particularly described as follows:
Beginning at a 3/4" iron bar found on the Northwest corner of the Northeast Quarter of Section 32;
Thence S 85 deg. 31' 00" E, along the North line of Section 32, a distance of 1678.58 feet to a 5/8" iron bar found in the centerline of Avalon Road (C.R. 20);
Thence S 5 deg. 00' 20" E along the centerline of Avalon Road, a distance of 430.00 feet to a 1/2" spindle found in the North line of said Neal lands, said point being the TRUE PLACE OF BEGINNING;
Thence S 5 deg. 00' 20" E along the centerline of Avalon Road, a distance of 20.28 feet to a point;
Thence N 85 deg. 31' 00" W, a distance of 927.60 feet to a point on the West line of said Neal lands;
Thence N 33 deg. 20' 25" E along the East line of the lands now or formerly owned by Bruce and Donna Dourm (279/789), a distance of 22.84 feet to a 5/8" iron bar found on the North line of said Neal lands;
Thence S 85 deg. 31' 00" E along the South line of lands now or formerly owned by Richard and Carol Smith (295/457), a distance of 913.21 feet to the TRUE PLACE OF BEGINNING and containing 0.423 acres of land, more or less, a surveyed by David J. Bodo, Ohio Registered Surveyor Number 6321 in October, 2000.
The Basis of Bearing for this survey was the North line of the Northeast Quarter of Section 32 and the Bearing of S 85 deg. 31' 00" E was taken from a survey prepared by David Bodo & Associates and recorded in Survey File Number 7225.

The water line easement is reflected on a survey plat which is attached and marked as Exhibit A and

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incorporated herein as if fully rewritten within this agreement.

The Grantee grants to the Grantors access to the water line for a water tap for residential purposes. Further the Grantee grants to the Grantor permission for additional water taps to be connected to the Grantee's water line. However said additional taps are limited to residential purposes. The costs of the taps shall be borne by the Grantors and following their installation will become the property of Grantee, Mohawk Utilities, Inc.

In the event that the Grantors take advantage of the ability to have water tap ins and extends or installs water lines from the water line easement these tap ins and water lines shall be at the expense of the Grantors but once such construction has taken place they shall be surrendered to the ownership of Mohawk Utilities, Inc., who will thereafter assume ownership as well as responsibility for maintenance, repair, and replacement.

Grantors acknowledge that the tapping into the water line will obligate Grantors or their successors and assigns the responsibility to pay to Mohawk Utilities, Inc., or its successors or assigns a fee for the water so used until such time as the Grantee abandons the water line or is unable to continue to furnish water. Said cost of water shall be equivalent to the fees charged to other consumers and customers of Mohawk Utilities, Inc.

It is further agreed by and between Grantors and Grantee that the consideration recited here shall constitute payment in full for any damages to the land of the Grantors, their successors and assigns, by reason of

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the installation, operation, repair, and maintenance of the water line. However, the Grantee agrees to install and repair the water line so that no unreasonable damage will result from its use, operation, repair and maintenance to the adjacent land of the Grantors. Said property shall be restored to as near its original condition as possible.

The parties acknowledge that this pipeline easement shall constitute what is known as a covenant running with the land for the benefit of the Grantee, its successors and assigns.

Accompanying this right is the further right in Grantee, its successors and assigns, to enter and depart over and upon that portion of Grantors land to effect the purposes of the easement. However, these rights are conditioned on the reasonable exercise of them.

It is understood that Grantors will not allow any construction, building or other impediment to be placed or erected on the surface of the land of the water line easement.

IN WITNESS WHEREOF, we the parties, have hereunto executed this water line easement this 6 day of December, 2005.

The Harold M. Neal and Anna L. Neal Revocable Living Trust by:

Jon D Robertson

Harold M. Neal TRUSTEE

Harold M. Neal, Trustee

Linda J. Robertson

Harold M. Neal P.O.A.

FOR ANNA L. NEAL

Jon D Robertson

Anna L. Neal, Trustee

Linda J Robertson

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Instrument 200600000828 OR Book 26 Page 336

Mohawk Utilities, Inc. by:

Jon D. Robertson, President

STATE OF OHIO]
]$ Before me, a Notary Public in and for
CARROLL COUNTY] said County and State, personally appeared the above named Harold M. Neal and Anna L. Neal as Trustees of The Harold M. Neal and Anna L. Neal Revocable Living Trust who acknowledged that they did sign the foregoing instrument and the same is their free act and deed.

IN TESTIMONY WHEREOF, I Have hereunto set my hand and official seal at Malvern, Ohio, this 6th day of December, 2005.

Notary Public

Nancy S. Knox
Notary Public, State of Ohio
My Commission Expires 1-13-2007

STATE OF OHIO]
]$ Before me, a Notary Public in and for
CARROLL COUNTY] said County and State, personally appeared the above named Jon D. Robertson, President of Mohawk Utilities, Inc. who acknowledged that he did sign the foregoing instrument and the same is his free act and deed.

IN TESTIMONY WHEREOF, I Have hereunto set my hand and official seal at Malvern, Ohio, this 6th day of December, 2005.

Notary Public

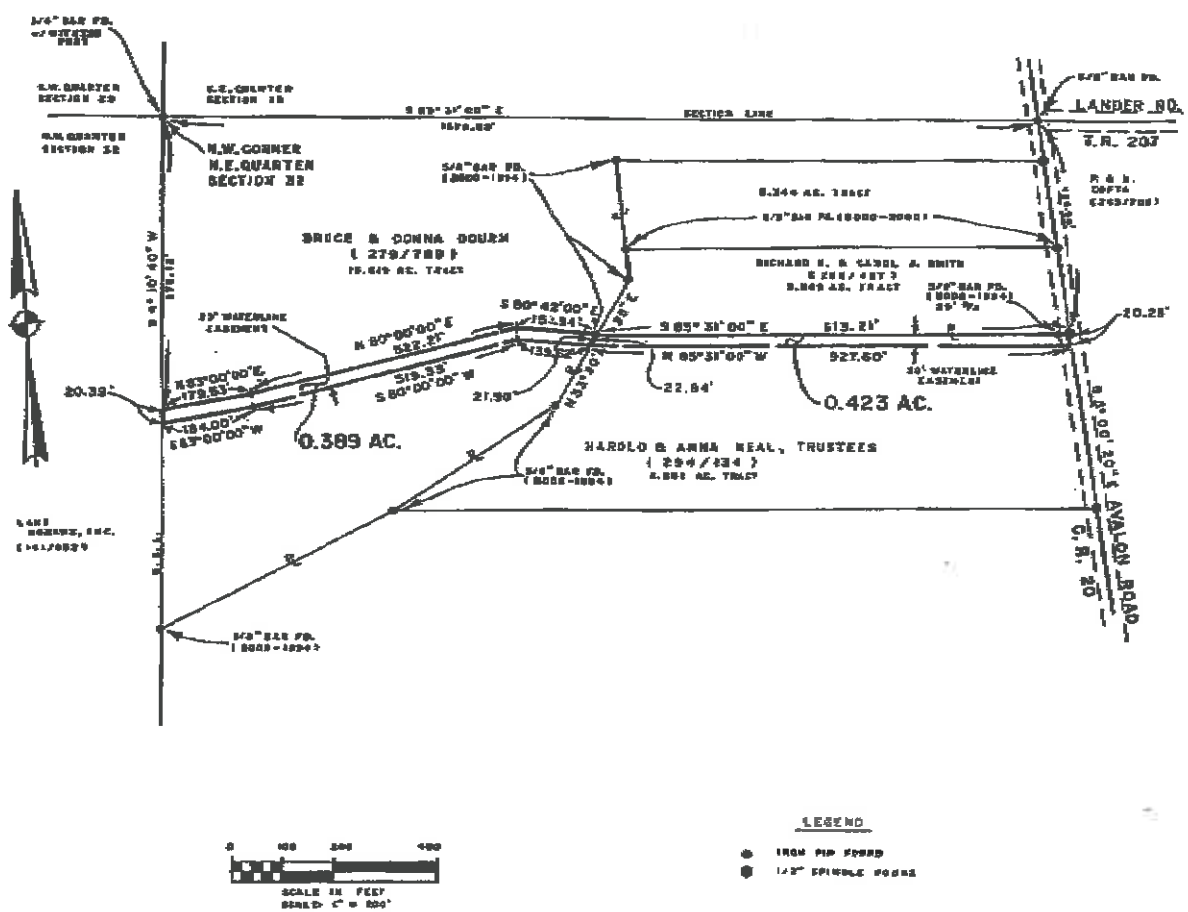
Nancy S. Knox
Notary Public, State of Ohio
My Commission Expires 1-13-2007

INSTRUMENT PREPARED BY:
Charles A. Johnston
Attorney at Law
40 Second Street NE
P.O. Box 335
Carrollton, Ohio 44615

200600000828
Filed for Record in
CARROLL COUNTY, OHIO
PATRICIA J. DYER
02-21-2006 At 10:33 am.
EASEMENT D 40.00
OR Book 26 Page 332 - 337

Instrument 200000008928 OR Book 26 Page 337

EXHIBIT A



THE BASIS OF BEARINGS FOR THIS SURVEY WAS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32 AND THE BEARING OF S 85° 31' 00" E WAS TAKEN FROM A SURVEY PREPARED BY DAVID BODO & ASSOCIATES AS RECORDED IN SURVEY FILE NUMBER 7225.

THIS SURVEY IS SUBJECT TO ALL LEGAL HIGHWAYS AND ANY EASEMENTS, RESTRICTIONS, OR RESERVATIONS OF RECORD.

REFERENCES: DEED VOLUMES: 279/789 & 294/434
SURVEY FILE No. 7225 - BODO - 1994
SURVEY FILE No. 8642 - BODO - 2000

STATE OF OHIO
DAVID JOHN BODO
6321
REGISTERED
SURVEYOR

I hereby state that this plat of survey represents the minimum standards for boundary surveys in the State of Ohio as published in Chapter 4733-37 of the Ohio Administrative Code.

DAVID J. BODO, REGISTERED SURVEYOR NUMBER 6321

SURVEY PLAT
FOR
JON ROBERTSON

PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 16 OF RANGE 6, TOWNSHIP OF BROWN, COUNTY OF CARROLL, STATE OF OHIO.

OWNER: SEE DRAWING	
DATE: OCTOBER 11, 2000	DEED: SEE DRAWING
FIELD BOOK:	JOB No. 00075

DAVID BODO & ASSOCIATES
P.O. BOX 394
CARROLLTON, OHIO 44615
(330) 627-3638

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Exhibit 4

ORDINANCE NO. 4-2011

AN ORDINANCE TO SET THE RATE FOR THE SALE OF SURPLUS WATER TO MOHAWK UTILITIES, INC.

WHEREAS, the Village of Malvern owns and operates a water supply distribution system with a capacity in excess of the amount currently needed to serve the present customers of the Village Water System, and

WHEREAS, Mohawk Utilities, Inc., a Private Utility Company, requires a supply of treated water to accomplish the operation of its water supply distribution system,

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MALVERN:

SECTION 1. That the Council of the Village of Malvern, pursuant to Ohio Revised Code Section 743.18, hereby authorizes the sale of surplus water to Mohawk Utilities, Inc., a private utility company.

SECTION 2. That said sale of water to Mohawk Utilities, Inc. shall be at the rate of $3.87 per thousand gallons, with a minimum fee of $500.00 (129,198.96 gallons) per month charged regardless of the amount used by Mohawk Utilities, Inc., beginning January 1, 2011. [In the event Mohawk Utilities, Inc. purchases more than 129,198.96 gallons per month, it shall pay the rate of $3.87 per thousand gallons for the total volume of water purchased].

Mohawk Utilities, Inc. may, at its option, pay monthly for water usage, or shall at a minimum be due from as follows: $3,000.00 on or before July 1 each year beginning July 1, 2011, and $3,000.00 on or before December, 31 each year beginning December 31, 2011.

SECTION 3. This Ordinance shall be enacted and take effect at the earliest time allowed by law and apply retroactively to and after January 1, 2011.

PASSED this 18th day of April, 2011.

ALAN ARTZNER
President of Council

Approved:

STEVEN ADAMS, Mayor

NANCY YEAGER
Village Fiscal Officer

SCHEDULE 5.1(a)

LEASE AGREEMENT

THIS LEASE is made and entered into on this _____ day of _____2014, by and between LAKE MOHAWK PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns, hereinafter known as "Lessor" and MOHAWK UTILITIES, its successors and assigns, hereinafter known as "Lessee,"

WITNESSETH:

WHEREAS, Lessor is desirous of insuring an adequate water supply for itself and its members; and

WHEREAS, Lessee is a water utility company serving Lessor and is desirous of obtaining additional and operating and maintaining existing wells in order to better carry out its obligation to Lessor and its members.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

(1) Lessor leases to Lessee and Lessee rents from Lessor the following described real property (the "Leased Premises"):

TRACT 1: Being located in Tract #9–A, Lake Mohawk Subdivision, Carroll County, Ohio, and further described as follows: Beginning at the intersection of the center line of Mohawk Drive and the center line of Choctaw Trail; thence S 16°02' E, a distance of 675 feet to a Water Well and the center of a 300 foot radius easement for the said Well. Said Well is also the beginning of a 50 foot easement for a water line which bears N 73°05' W, a distance of 890 feet to the end of said 50 foot easement.

TRACT 2: Being located in Tract #5–A, Lake Mohawk Subdivision, Carroll County, Ohio, and further described as follows: Beginning at the intersection of the center line of Mohawk Drive and the center line of Black Foot Trail; thence N. 13°0'E., a distance of 160 feet

to a point; thence S. 77°0'E., a distance of 160 feet to a Water Well and the center of a 175 foot radius easement for the said well.

(2) Lessee has the right to take and use water from wells constructed by Lessee upon the Leased Premises for distribution to Lessee's customers located at Lake Mohawk Subdivision, Carroll County, Ohio. Lessee further has the right to enter upon and use the Leased Premises to repair, maintain, and, if necessary, replace the water wells and the pipeline and transmission system servicing such wells, and to make all appurtenant and necessary uses of the Leased Premises to the extent required to keep such wells and pipelines in operating condition. Lessee will at all times, at Lessee's ~~sole~~ risk and expense, construct, use, maintain, and repair all wells, pipelines, transmission systems, and all other installations and improvements Lessee owns or maintains on the Leased Property ~~or other Lessor property~~ in a clean, neat, and good condition, and also in full compliance with the applicable ordinances, regulations, rulings, and other directives or requirements of or issued by the Ohio Environmental Protection Agency or any other governmental entity having jurisdiction over Lessee's operations or activities.

(3) Lessee is further granted the right to construct any and all necessary pipelines whether the same be on the Leased Premises or on adjacent ~~the~~ property of the Lessor necessary for Lessee to access its treatment facility. Lessee must, however, secure written permission from Lessor for new~~the~~ construction of ~~any~~ pipelines and related installations on any portion of Lessor's property, excluding the Leased Premises and other property that is already covered by prior rights or agreements held by Lessee.

(4) Lessee is further granted an easement on and over such other property owned by Lessor that is adjacent to the Leased Premises for ingress and egress to the Leased Premises and for the use of such of the Lessor's property that is not covered by this Lease that Lessee is currently using for pipeline and water transmission purposes, together with rights to enter upon such property to maintain, repair and/or replace the same.

(5) As between Lessor and Lessee, Lessee hereby ~~releases, and~~ agrees to indemnify, defend, and save harmless Lessor, from and against all third party claims, actions, causes of action, demands, judgments, costs, expenses, and damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, to the extent caused by~~and in any manner arising out of or connected with, directly or indirectly,~~ Lessee's negligence or willful misconduct in the construction, use, maintenance, repair, or replacement of or on any wells, pipelines, transmissions systems, or other installations or improvements

Lessee owns or maintains on any part of the Leased Premises~~or other Lessor property~~.

(6) Lessor retains the right to use the Leased Premises for egress and regress purposes provided however, that anything contained herein to the contrary notwithstanding, Lessor shall not, either directly or by the acts of any person acting with its permission or under its authority, obstruct the rights herein granted to Lessee, including by way of example and not limitation, Lessor agrees not to erect or permit erection of any building, structure, trees or shrubs on the Leased Premises, to change the grade of the ground or to store, use or dispose of any materials, chemicals, waste or debris on the Leased Premises without the prior permission of Lessee.

a. Leased Premises are well head sanitary isolation radii that are subject to the Ohio Environmental Protection Agency's restrictions on land use, as described in OAC Chapter 3745-9. Lessor agrees to comply with the restrictions therein. Lessee may prohibit activities that in the reasonable opinion of Lessee may have a potential adverse impact on source quality or quantity of water, or Lessee's use of the right-of-way or easement granted hereunder.

(7) In lieu of payment of monetary rent, Lessee agrees that as rent for the Leased Premises, Lessee shall supply Lessor (exclusive of its members), with any and all water it requires in its operations of facilities owned and operated by Lessor, provided that such facilities and operations are in existence on the date of the execution of this Lease. The parties may agree to reasonable increases in the annual water requirements occasioned by expansion or acquisition of additional facilities to be set at the mutual written agreement of the parties. The water usage herein is personal to Lessor for use with such facilities hereunder only and is not assignable to any third party for any purpose without the express written consent of Lessee. In all instances water to be supplied hereunder excludes usage of any water for re-sale, use in connection in any way with for profit business, recreational facilities that use water in connection therewith, including but not limited to a swimming pool or a water park or other recreational facility or usage that will materially increase the volume of water used thereby. In addition, Lessor agrees that if at any time it should enter into a lease, license or agreement under which a third party for profit organization is to use or benefit from a facility covered by this Section and therefore would have access to and use water to be provided by Lessee hereunder, then such third party will not be entitled to free water usage hereunder and will be required to pay the then market rate for water used thereby. Lessor and Lessee agree to meet not less than every three years during the term of this Lease in order to review and assess the volumes of free water usage occurring hereunder, and to agree upon any mutually acceptable adjustments or changes that may be made to the terms of this Lease, if any. Lessor agrees to keep all of Lessor's pipes

and facilities in good working order and free of leaks to avoid loss of waste of water~~leaks~~.

(8) This Lease shall continue for a period of ninety-nine (99) years and Lessor hereby grants to Lessee an option to renew for a like period. In the event, however, that Lessee abandons either or both of the Leased Premises, then this Lease will be~~is~~ null and void insofar as it pertains to the tract abandoned. The rent provisions contained in paragraph seven (7) of this Lease are not, however, contingent upon Lessee retaining operations at both leased tracts; therefore, the abandonment of either tract by Lessee will ~~does~~ not affect the amount of rent to be paid by Lessee unless both tracts hereunder are abandoned by Lessee, in which case this Lease will be ~~is~~ null and void. For purposes of this Section, Lessee will only be deemed to have abandoned one or both of the Leased Premises if Lessee advises Lessor of such abandonment in writing and has ceased operation of the well and related pipelines on the abandoned tract.

(9) This Lease is governed by the laws of the State of Ohio, excluding the conflicts of law provisions thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement, in duplicate, the day and year first above written.

Signed and acknowledged
in the presence of: Property

Lessor: Lake Mohawk Property
Owners Association, Inc.

_____

By: _____
Jack Buettner, President

_____

By: _____
Dawn Oliver, Secretary

Signed and acknowledged
in the presence of:

Lessee: Mohawk Utilities, Inc.

_____

By: _____
President

_____ By: _____
Secretary

STATE OF OHIO)
)SS:
CARROLL COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Lake Mohawk Property Owners Association, Inc., by its President, _____ and _____ its Secretary, _____, who acknowledge that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Malvern, Ohio, this _____ day of _____, 2014.

_____
Notary Public

STATE OF OHIO)
)SS:
CARROLL COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Mohawk Utilities, Inc., by its President, _____ and _____ its Secretary, _____, who acknowledge that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Malvern, Ohio, this _____ day of _____, 2014.

_____
Notary Public

Prepared by:

Mohawk Utilities, Inc.

DRAFT

SCHEDULE 5.5

Todd S. Bundy
220 Market Avenue, S.
Suite 1000
Canton, Ohio 44702

Phone: 330.456.8341
Fax: 330.456.5756
tbundy@bmsa.com

Randolph L. Snow
Joel K. Dayton
Gust Callas
Bruce M. Soares
James P. Kamerer
Thomas W. Connors
C. Jason Deeds
Todd S. Bundy
Brian R. Mertes
Chrysanthe E. Vassiles
James M. Wherley, Jr.
Robert B. Preston, III
Robert J. Murphy
Daniel J. Schlue
James C. Scott
Larry B. Donovan
Patricia S. Kramer
Ryan A. Kuchmaner
Whitney L. Willits

Of Counsel:
Gene Barnhart
Anthony E. Efremoff
Robert I. Friedman
Victor R. Marsh
Charles J. Tyburski
Arnold R. Shifman
Daniel M. Jonas
Richard D. Dodez

October ___, 2014

Aqua Ohio, Inc.
6650 South Avenue
Boardman, OH 44512

Re: ***The Asset Purchase Agreement Dated as of the ___ day of October, 2014 by and between Mohawk Utilities, Inc. an Ohio Corporation ("Seller") and Aqua Ohio, Inc., an Ohio corporation ("AQUA").***

Gentlemen:

We have acted as counsel to the Seller in conjunction with the Asset Purchase Agreement dated as of October ___, 2014 (the "Agreement") between Seller and AQUA. The Agreement provides for AQUA to acquire from the Seller the Seller's water systems assets used in the operation of the public water utilities system for the Lake Mohawk Subdivision located in Carroll County, State of Ohio (collectively herein called the "Assets").

We have examined the Agreement and certain resolutions of the Seller's board of directors. We have also examined certificates of good standing issued by the Ohio Secretary of State dated October ___, 2014.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

For purposes of the opinions expressed in this letter, we have assumed (a) the genuineness of all signatures; (b) the authenticity of all records, agreements, instruments and documents submitted to us as originals, and the conformity to originals of all records, agreements, instruments and documents submitted to us as copies or facsimiles; (c) that there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; and (d) that there are no agreements or understandings among the

parties that would define, supplement or qualify the terms of the Agreement, and the transactions contemplated therein.

As to any opinion expressed below relating to the good standing of the Sellers in Ohio, our opinion relies entirely on and is limited by the certificates issued by the Office of the Ohio Secretary of State as furnished to us.

Each opinion set forth below is further subject to the following general qualifications:

This opinion is limited solely to the internal substantive laws of the State of Ohio as applied by courts located in Ohio and the laws of the United States of America to the extent that the same may apply to or govern such transactions, and we express no opinion with respect to the laws of any other state, or the laws of any other jurisdiction. We express no opinion as to the statutes, administrative decisions, and rules and regulations of any county, municipal and specific political subdivisions including any concerning zoning, subdivision, land use, fire, building or life safety.

Insofar as an opinion relates to our knowledge, we relied solely upon the certificates furnished to us by the Seller and the Office of the Ohio Secretary of State with respect to the accuracy and completeness of the matters contained in such certificates and we have not independently verified or established the accuracy or completeness of such matters, but in the course of our representation of the Seller, nothing has come to the attention of those attorneys in our firm who have, as attorneys, devoted substantive attention to the transactions contemplated by the Agreement that makes such reliance unwarranted or that leads us to question the accuracy or completeness of the certificates.

Wherever our opinion herein with respect to the existence or absence of facts is qualified by the phrase "to our knowledge", "to the best of our knowledge" or similar language, such qualification is intended to indicate that during the course of our representation of the Seller, no information has come to our attention which would give us current, actual knowledge of the existence or absence of such facts. Except as specifically described herein, we have not undertaken any other investigation to determine the existence or absence of such facts, and no inference as to our knowledge of the existence or absence of such facts should be drawn from the fact of our representation of the Seller with respect to the transaction contemplated by the Agreement. In addition, in each place where the phrase "to our knowledge" or similar language appears, such reference is based upon (i) the certificates and documents expressly referred to herein; and (ii) the actual knowledge of the attorneys in this office, who have, as attorneys, devoted substantive attention to transactions contemplated by the Loan Documents.

No opinion is expressed with respect to the status of title to the Assets. We have assumed that as to matters of title, the Seller has good title to the Assets and that AQUA is relying upon valid lien searches and priority title searches, all performed by parties properly licensed, as applicable.

None of our opinions include any implied opinion unless such implied opinion is both (i) essential to the legal conclusion reached by the express opinions set forth above, and (ii) based upon prevailing norms and expectations among experienced lawyers in the State of Ohio, reasonable under the circumstances. Moreover, unless explicitly addressed in this opinion letter, the foregoing opinions do not address any of the following legal issues, and we specifically express no opinion with respect thereto: (i) Federal Securities laws and regulations, and State blue sky laws and regulations; (ii) Federal Reserve Board margin regulations; (iii) pension and employee benefit laws and regulations; (iv) Federal and State antitrust and unfair competition laws and regulations; (v) Federal and State laws and regulations concerning filing and notice requirements, other than requirements applicable to charter-related documents such as a certificate of merger (e.g., Hart-Scott-Rodino and Exon-Florio); (vi) Federal and State environmental laws and regulations; (vii) Federal patent, copyright and trademark, State trademark and other Federal and State intellectual property laws and regulations; (viii) Federal and State racketeering laws and regulations; (ix) Federal and State health and safety laws and regulations; and (x) Federal and State labor laws and regulations.

The opinions in this letter are given only as of this date, and are based on the law in effect as of this date. We have no obligation, and will not undertake to report to you or any third parties changes in facts or laws, statutes or jurisprudence which may occur or come to our attention after the date hereof.

We have assumed that the form of the Agreement executed and delivered at the closing shall be the same forms as have been provided to us. The opinions expressed herein are limited to the matters expressly set forth herein and no opinion is implied or may be inferred beyond the matters expressly stated herein.

The opinions rendered in this letter are limited to the extent of the review discussed in this letter and are based on the assumptions and are subject to the comments, conditions, exceptions, qualifications and limitations set forth herein. Based upon such further investigation of law as we have deemed necessary and in reliance on the foregoing, including certificates furnished to us, we are of the opinion, under existing Ohio law as follows:

(1) Seller is in good standing under the laws of the State of Ohio.

(2) To our knowledge, neither the execution nor delivery of the Agreement by Seller, nor consummation and performance of the transactions contemplated thereby results in a violation of any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumental, which is applicable to Seller.

(3) Seller has full power and authority to sell, convey, assign, transfer and deliver the Assets to AQUA as provided in the Agreement for all proceedings required to be taken by the Seller to carry out the Agreement, and to authorize the Seller to sell, convey, assign, transfer and deliver to AQUA the Assets pursuant to the Agreement have been or will be duly and properly taken.

(4) The Agreement has been duly executed and delivered by Seller and is the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms of the Agreement.

(5) The instruments delivered by Seller to transfer the Assets to AQUA have been duly authorized, executed and delivered and are legal, valid and binding in accordance with their terms.

The opinions expressed in this letter are rendered as of the date hereof and we express no opinions as to the circumstances or events that may occur subsequent to such date. This opinion is given solely for the purpose of complying with Seller's obligations under the Agreement. This opinion letter is furnished solely for the benefit of AQUA, in connection with the transaction described in the Agreement, and may not be relied upon without our prior written consent by any other person or party.

Very truly yours,

BLACK, MCCUSKEY, SOUERS & ARBAUGH

169103

SCHEDULE 5.9(a)

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered into as of this _____ day of _____ 2014 (the "Effective Date") by and between William N. Robertson, Jon D. Robertson, and James H. Robertson ("Sellers"), and Aqua Ohio, Inc., an Ohio corporation ("Buyer").

1. **Purchase and Sale**. Sellers agree to sell and convey to Buyer, and Buyer agrees to purchase and take from Sellers, certain property located in Carroll County, State of Ohio, together with all privileges, entitlements, easements, rights, appurtenances and improvements thereto, excluding and retaining unto Seller all right, title and interest in and to the oil and gas and all byproducts thereof, including but not limited to natural gas liquids on or underlying any Property, as defined below, and all working interests, royalty interests, overriding royalty interests, participation interests, and interests arising out of any lease, license, reservation, easement, right of way, consolidation, unitization or any other agreements related to the above oil and gas and all byproducts thereof such excluded and retained rights being hereinafter referred to as the "Seller Retained Interests"). However the Sellers' Retained Interests will not include (i) any water rights, and (ii) the right to use the surface of the Property, whether for use in conjunction with the retained mineral rights or otherwise, including but not limited to ingress, egress, drilling, exploration, use for shafts or any form of extraction, except for: (a) the right to enter upon the property for the purpose of conducting seismic testing, which may be performed to the extent that such activity does not damage or materially interfere with Buyer's use of the property for water production and distribution purposes, and (b) for any pre-existing rights arising out of or under existing leases, easements, rights of way or instruments of record that may affect the Property. The Property is generally shown on Exhibit A hereto and consists of approximately 48 acres. Such Property and the legal description thereof is pending final survey by Buyer and upon completion thereof and acceptance by both parties hereto, such survey and description shall constitute and be incorporated herein as the legal description of the Property.

2. **Purchase Price**. The purchase price for the Property shall be Ten Thousand Dollars ($10,000.00) per acre. The total price ("Purchase Price"), payable by Buyer at Closing, shall be determined by the survey and the per acre price described above, together with such other good and valuable consideration as may be required from Buyer hereunder.

3. **Contingencies.** Buyer's obligation to purchase the Property and Sellers' obligation to sell the Property are each subject to the satisfaction or waiver of the conditions and contingencies described herein (the Contingencies") within Sixty (60) days of the Effective Date (the "Contingency Period").

a. *Title.* Within Sixty (60) days of the Effective Date, Buyer shall obtain, at Buyer's expense, a commitment for an owner's policy of title insurance issued by a title insurance company selected by Buyer and approved by Seller (the "Title Company") with respect to the Property (the "Title Commitment"). The Title Commitment shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (i) those created by Buyer or which are to be satisfied at Closing; (ii) those specifically set forth in this Contract; (iii) zoning ordinances; (iv) legal highways; and (v) covenants, restrictions, conditions and easements of record which do not interfere with or restrict the use of the Property contemplated by Buyer in connection with the operation of a water utility business. If title to all or part of the Property is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted by this Contract, Buyer shall have the right to object to such conditions within thirty (30) days of Buyer's receipt of the Title Commitment. If Buyer so objects, Buyer will provide Sellers with written notice of such title objections, and upon receipt thereof , Sellers shall have the right, but not the obligation, to cure any such title objections or obtain title insurance covering the same. If Sellers fail or elect not to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor within the Contingency Period, Buyer shall have the option to terminate this Contract by delivering written notice thereof to Sellers. At Closing, Sellers shall sign an affidavit with respect to off-record liens affecting the Property as reasonably required by the Title Company. The issuance of a title insurance policy pursuant to the Title Commitment (the "Title Policy") is a condition precedent to the parties' obligation to proceed to Closing under this Agreement. The Title Policy shall be in a form reasonably acceptable to Buyer and in the amount of the Purchase Price, showing title to the Property vested of record in Buyer in fee simple, subject only to any matters approved or waived by Buyer, any matters shown on the Survey and not objected to by Buyer, the Sellers' Retained Interests and any other matters that Buyer has approved in writing.

b. *Survey.* Within Sixty (60) days of the Effective Date, Buyer will have the right to obtain, at Buyer's cost and expense, a survey of the Property, together with certification of the surveyor as may reasonably be required by Buyer (the "Survey"). The Survey shall satisfy, if required by Buyer, the most recent "Minimum Standard Requirements for

ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM, and shall meet the accuracy requirements of a Class A Survey as defined therein. If the Survey reveals any exceptions to title or any matters affecting the Property ("Survey Exceptions"), Buyer may notify Sellers in writing of such Survey Exceptions within twenty (20) days after Buyer's receipt of the last of the Title Commitment or Survey (the "Survey Notice"), whereupon Sellers shall have the right, but not the obligation to, cure any disapproved Survey Exceptions. If Seller fails to cure any Survey Exceptions referenced in the Survey Notice within the Contingency Period, Buyer shall have the option to terminate this Contract by delivering written notice thereof to Sellers.

c. *Environmental Conditions.* Buyer shall have the right, and Sellers shall provide Buyer access to the Property reasonably necessary, to obtain environmental reports regarding the soils, ground water, topography, geology and other conditions of the Property, ("Environmental Reports"). If Buyer has Phase One environmental testing performed on the Property, then Sellers shall contribute 50% of the cost of such Phase One environmental testing so long as Sellers' 50% contribution does not exceed $3,000 in the aggregate for testing associated with both the Property being sold under this Agreement and the property being sold under the Real Estate Purchase Agreement between Buyer and Jon D. Robertson. The organization to perform any Phase One environmental testing shall be mutually agreeable by the parties. If the Environmental Reports reveal any environmental matters adversely affecting the Property (the "Environmental Conditions"), Buyer may notify Seller in writing of such Environmental Conditions (the "Environmental Notice"). Upon receipt of an Environmental Notice, Sellers shall have the right, but not the obligation to, cure any disapproved Environmental Conditions. If the Environmental Condition is not cured to Buyer's reasonable satisfaction within the Contingency Period, Buyer shall have the right to terminate this Contract.

d. *Inspection.* Sellers shall cooperate in making the Property reasonably available for inspection by Buyer. If Buyer is not, in good faith, satisfied with the condition of the Property as disclosed by any inspection thereof, Buyer may deliver to Sellers a written request that the Sellers remedy any unsatisfactory conditions. Upon receipt of written notice of such unsatisfactory conditions, Sellers shall have the right, but not the obligation to, remedy such conditions. In the event that Buyer and Sellers do not reach agreement regarding remedying the unsatisfactory conditions prior to the expiration of the Contingency Period, then Buyer shall have the right to terminate this Contract.

e. *Easements*. Access Rights. Buyer and Sellers shall reasonably cooperate to secure any and all easements, rights of way, consents, amendments, variances, permits and or approvals from third parties as are necessary in order to permit Buyer to have ingress and egress to and full use and enjoyment of the Property in the manner and for the purposes contemplated by Buyer in connection with the operation of a water utility business.

f. *Representations*. (a) All of Sellers's and Buyer's representations and warranties hereunder shall remain true and correct; (b) no moratorium, statute, order, regulation, ordinance or judgment of any court or governmental agency shall have been enacted, adopted, issued or initiated that would materially and adversely affect the Property or Buyer's use thereof as contemplated herein; and (c) the parties shall have delivered all other documents and other deliveries listed in paragraph 5 hereof.

g. *Simultaneous Closings*. Simultaneous with the Closing herein, the closing of those certain Asset Purchase Agreements by and between Mohawk Utilities, Inc. and Buyer and Tomahawk Utilities, Inc. and Buyer shall have occurred.

h. *No Seller Liability*. Notwithstanding any other provision contained herein, if Sellers elect or are unable to cure any condition or objection raised by Buyer under this Section 3 and therefore a condition to closing set forth herein has not been satisfied, Sellers shall not be in breach or default under the terms hereof and the termination rights set forth above shall be Buyer's sole and exclusive rights in connection therewith.

i. *Buyer's Obligation to Repair, Restore and Indemnify*. In connection with Buyer's access and inspection rights hereunder, Buyer shall promptly return the Property to substantially the same condition it was in prior to Buyer's or any of Buyer's agents' or contractors' entry thereon and conducting of any tests, inspections, studies and evaluations thereof, and Buyer hereby further agrees to defend, indemnify and hold Sellers harmless from any and all claims, actions and other liabilities of any nature, including but not limited to reasonable attorney's fees and court costs, which may arise out of Buyer's or its agents' or contractors' actions or omissions on the Property.

j. *Disclosure of Test Results to Seller and Confidentiality*. Buyer hereby agrees that if Buyer should exercise its right not to purchase the Property as a result of the failure of any condition or contingency set forth herein, then at Sellers' request Buyer will provide Seller with a copy of any test results, inspection reports, surveys or site assessments obtained by Buyer hereunder. Buyer further agrees that Buyer shall not disclose or communicate to any third party, any of the information obtained from Seller or otherwise

obtained by Buyer hereunder regarding the condition of the Property, any improvements thereon, or regarding the use of the Property by Sellers, without first obtaining Sellers' prior written consent, which may be withheld by Sellers in their sole discretion except as may be required by law.

4. **Closing.** The closing of the purchase and sale of the Property (the "Closing") shall take place at the offices of Aqua Ohio, Inc. located at 6650 South Avenue, Boardman OH 44512, and the Closing shall commence at 12:00 P.M. local time, or at any other mutually agreed to location and time, on or before the date of Closing of those certain Asset Purchase Agreements by and between Mohawk Utilities, Inc. and Buyer, and Tomahawk Utilities, Inc. and Buyer. Possession of the Property shall be delivered at Closing.

5. **Deliveries.**

a. *Sellers's Deliveries at Closing.* At Closing, Seller shall deliver the following documents and materials, all of which shall be in form and substance reasonably acceptable to the parties:

i. a duly executed and acknowledged limited warranty deed (the "Deed"), which shall include a reservation or exclusion of the Sellers' Retained Interests. Such Deed shall be in the form that is attached hereto and made a part of this Agreement as Exhibit B;

ii. a certificate duly executed by Sellers stating that to the best of Sellers' knowledge as of the date of Closing all representations and warranties by Sellers set forth in this Contract remain true and correct;

iii. a certification duly executed by Sellers, certifying that Sellers are not a "foreign person", pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended ("Section 1445");

iv. a general instrument of transfer, pursuant to which Sellers shall convey and assign to Buyer all of Sellers' right, title and interest, if any, in and to all personal property and other rights of Seller relating to the Property ("General Instrument of Transfer")

v. such affidavits as the Title Company may reasonably require in order to omit from the Title Policy all exceptions for (1) parties in possession, (2) mechanic's liens; and

vi. a closing statement showing documents, closing costs and prorations, calculated in accordance with paragraph 6 hereof, in form and substance satisfactory to Buyer and Seller (the "Closing Statement").

b. *Buyer's Deliveries at Closing.* On the date of Closing, Buyer shall deliver the following:

i. the Purchase Price for the Property (plus any additional funds necessary to pay Buyers' share of closing costs and prorations, minus any credits granted to Buyer as set forth herein) in immediately available funds; and

ii. a signed Closing Statement; and

iii. such other documents or instruments that may be required by the Title Company in order to Close the transaction contemplated herein, all in a form that is mutually acceptable to the parties hereto.

6. **Closing Costs and Prorations.** At the Closing, closing costs shall be paid and prorations made as follows:

a. Except as otherwise expressly provided herein, Sellers shall pay at the Closing the costs of releasing any mortgage, financing statement, or other debt security, or any attachments, assessments, delinquent real estate taxes or mechanic's or materialmen's liens outstanding against the Property, one half of the transfer taxes and conveyance fees relating to the transfer of the Property contemplated hereunder.

b. The costs of the Title Policy and the costs of the Survey shall be paid in accordance with paragraph 3 of this Contract.

c. Buyer shall pay the costs of recording the Deed and any mortgage or financing instrument and any special endorsements to the Title Policy not required to cure a title objection or Survey Exception and one half of the transfer taxes and conveyance fees relating to the transfer of the Property contemplated hereunder.

d. *Taxes.* All real property taxes and assessments ("Taxes") (including penalties thereon) which are delinquent shall be paid at Closing out of funds due Seller. Any non-delinquent Taxes shall be prorated as of the date of Closing, on an accrual basis based on, if not yet fully determined as of the Closing, the most recently available tax bill giving effect to applicable exemptions, recently voted millage, change in valuation and other factors affected the Taxes.

7. **Damage or destruction of property.** Risk of loss to the real estate and appurtenances shall be borne by Sellers until Closing provided that if certain Property covered by this Contract

shall be substantially damaged or destroyed before this transaction is closed, Buyer may as its sole and exclusive right and remedy:

a. proceed with the transaction and be entitled to all insurance money, if any, payable to Sellers under all policies covering the Property, or

b. rescind the Contract and thereby release all parties from liability hereunder, by giving written notice to Sellers within ten (10) days after Buyer has written notice of such damage or destruction.

8. **Sellers' Representations and Warranties.** As a material inducement to the execution and delivery of this Contract by Buyer and the performance by Buyer of its duties and obligations hereunder, Seller does hereby warrant and represent to Buyer as of the Effective Date and as of the date of Closing:

a. *Information.* Except as set forth herein and/or as may hereafter be provided to Buyer in writing, Sellers have no knowledge of any information affecting the Property that has or would have a material adverse impact on Buyer's ability to use, lease and operate the Property as contemplated by Buyer in connection with the operation of a water utility business.

b. *Legal Compliance.* Except as disclosed to Buyer and/or as may hereafter be provided to Buyer in writing, Sellers have not received any notice of any past or continuing violation or alleged violation of any legal requirement affecting the Property; including, without limitation, any past or continuing violation or alleged violation of any local, state or federal environmental, zoning, subdivision, fire or other law, ordinance, code, regulation, rule or order. In addition to the foregoing, and to the best of Sellers' knowledge as of the Effective Date the Property complies with all applicable building and zoning codes and all laws, statutes, codes ordinances, rules and regulations relating to the environment.

c. *Litigation.* Sellers have no knowledge of any pending or threatened claims, actions, suits, litigation or governmental proceeding affecting the Property.

d. *Other Agreements.* To Sellers' knowledge, other than matters appearing of record in the Carroll County Real Estate Records and other leases, easements and agreements that have been disclosed to Buyer hereunder, there are no agreements or understandings, oral or written, with any person, entity or governmental authority affecting the Property which could give rise to claims affecting the Property.

e. *Governmental Actions.* Sellers have no knowledge of any threatened or pending condemnation or eminent domain proceeding, special assessment, rezoning or moratorium affecting the Property.

f. *Due Authorization.* Sellers have full power to execute, deliver and carry out the terms and provisions of this Contract and have taken all necessary action to authorize the execution, delivery and performance of this Contract.

g. *Environmental Matters.* To the best of Sellers' knowledge, without having performed a recent site assessment or made other inspection or inquiry, the Property is not in violation of any Environmental Law (as defined below) and Sellers have not received any written notice of (i) the presence on or about the Property of any Hazardous Materials (as defined below); (ii) any release or threatened release of any Hazardous Materials on or affecting the Property; or (iii) the existence of any underground storage tanks on or about the Property. Sellers have received no notice of any investigation or proceeding by any governmental agency concerning the presence or alleged presence, release or threatened release of Hazardous Materials on the Property. The term "Environmental Law" includes any federal, state or local law, ordinance or regulation pertaining to health, industrial hygiene, waste disposal, or the environment, including, without limitation: the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the federal Superfund Amendments and Reauthorization Act of 1986, the federal Resource Conservation and Recovery Act of 1976, the federal Clean Air Act, the federal Water Pollution Control Act and federal Clean Air Act of 1977, the federal Insecticide, Fungicide and Rodenticide Act. the federal Pesticide Act of 1977, the federal Toxic Substances Control Act, the federal Safe Drinking Water Act, the federal Hazardous Materials Transportation Act, and any amendments thereto and regulations adopted and publications promulgated pursuant thereto. The term "Hazardous Materials" includes oil and petroleum products, asbestos, polychlorinated biphenyl, radon and urea formaldehyde, and any other materials classified as hazardous or toxic or as pollutants or contaminants under any Environmental Law. If Sellers have received or at any time prior to Closing does receive notice, knowledge or information as to the presence, alleged presence, release or threatened release of Hazardous Materials in violation of applicable law on or about the Property other than as previously disclosed by Seller to Buyer, Sellers agree to provide to Buyer all information and data as to such Hazardous Materials immediately upon receipt of same.

9. **Buyer's Representations and Warranties.** As a material inducement to the execution and delivery of this Contract by Sellers and the performance by Sellers of their duties and obligations hereunder, Buyer does hereby warrant and represent to Sellers as of the Effective Date and as of the date of Closing:

a. *Due Authorization.* Buyer has full power to execute, deliver and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery and performance of this Contract. The individual executing this Contract on behalf of Buyer has the authority to bind Buyer to the terms and conditions of this Contract.

b. *Other Agreements.* To Buyer's knowledge, there are no agreements or understandings, oral or written, with any person, entity or governmental authority that would prevent Buyer's acquisition of the Property from Sellers' hereunder and Buyer's use of the Property in connection with the operation of a water utility business as contemplated hereunder.

10. **Limitation of Remedies.** Excluding any and all warranties pertaining to title issues as described in the limited warranty deed delivered to Buyer in accordance with Paragraph 5(a)(i), Buyer shall accept the Property in its then AS IS AND WHERE IS CONDITION, and except for any claim that Buyer may have against Seller for willful and intentional misrepresentation contained herein, Buyer shall accept all risk and responsibility related to the condition of the Property on and after the date of Closing.

11. **Default and Termination Rights.** If either party is in default hereunder or fails to perform any of their obligations under this Agreement, prior to declaring a default the non-defaulting party shall provide the party in default with a written notice in the manner set forth in Section 12(b) below, specifying the nature of the default. Unless the defaulting party cures such default within twenty (20) days of receipt of such notice, the non-defaulting party may elect to terminate this Agreement and exercise its rights hereunder.

12. **Miscellaneous.**

a. This Contract shall be binding upon the parties hereto, and their respective successors and assignees. All agreements, representations and warranties by the respective parties contained herein are intended to and shall remain true and correct as of the Closing, shall be deemed to be material, and shall survive the delivery of the Deed and transfer of title. Any covenants and conditions herein that must be operative after delivery of the Deed to

be effective shall be so operative and shall not be deemed to have been merged in the Deed.

b. *Notices.* All notices required or permitted to be given pursuant to the terms hereof shall be in writing and shall be delivered either by hand delivery, by overnight delivery service, or by deposit in the United States mail, registered or certified mail, postage prepaid. All such notices shall be addressed to the applicable party at its address set forth on the signature page hereof. The foregoing addresses may be changed by written notice to the other party as provided herein. Notices shall be deemed received upon delivery if delivered by hand or by overnight delivery service or by facsimile transmission, or three (3) days after being sent by registered or certified mail (unless a signed receipt evidences earlier delivery).

c. *Legal Description from Survey.* Should the recording of any deed contemplated hereunder require a new survey of the property to be conveyed the parties agree that at the time of closing the new survey description shall be substituted for the description to the property attached hereto, provided that it has been reviewed and approved by both the Buyer and Seller hereto.

d. *Invalidly of provision.* If any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions hereof. No amendment, modification or extension of this Agreement shall be binding upon any of the parties hereto unless it is in writing and signed by the party against whom enforcement of said amendment, modification or extension is sought.

e. *Ohio Law.* This Agreement shall be construed in accordance with the laws of the State of Ohio.

Each Buyer and Seller warrants and covenants to the other that it has full right, power and authority to enter into this Agreement and, at Closing, will have full right, power and authority to consummate the sale and purchase provided for herein. A facsimile or electronic signature shall be considered an original signature.

INTENDING TO BE BOUND, the parties hereto have executed this Agreement as of the day and year set forth above.

SELLERS:

_____

By: William N. Robertson

_____

By: Jon D. Robertson

_____

By: James H. Robertson

Buyer

AQUA OHIO, Inc.

By:_____
Edmund P Kolodziej
Its: President

DRAFT

EXHIBIT A

LEGAL DESCRIPTION

Parcel Number: 15-00-00517.000

To be supplemented by the survey referenced above.

DRAFT

EXHIBIT B

FORM OF LIMITED WARRANTY DEED

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that William N. Robertson, Jon D. Robertson, and James H. Robertson, the grantors, ("Grantors"), for $1.00 ($1.00) and other valuable consideration received to Grantor's full satisfaction from Aqua Ohio, Inc. the grantees ("Grantee"), with Grantee's tax mailing address being _____, does hereby give, grant, bargain, sell and convey unto Grantee, and Grantee's successors and assigns, with limited warranty covenants, the following described premises, ("Premises"):

See Exhibit "A" which is attached hereto and is made part hereof.

Reserving unto the Grantors all right, title and interest in and to the oil and gas and all byproducts thereof, including but not limited to natural gas liquids on or underlying any Property, as defined below, and all working interests, royalty interests, overriding royalty interests, participation interests, and interests arising out of any lease, license, reservation, easement, right of way, consolidation, unitization or any other agreements related to the above oil and gas and all byproducts thereof as agreed to in the Real Estate Purchase Agreement dated _____, 2014 between the Grantors and Grantee. ("Sellers' Retained Interests"). However the Sellers' Retained Interests will not include (i) any water rights, and (ii) the right to use the surface of the Property, whether for use in conjunction with the retained mineral rights or otherwise, including but not limited to ingress, egress, drilling, exploration, use for shafts or any form of extraction, except for: (a) the right to enter upon the property for the purpose of conducting seismic testing, which may be performed to the extent that such activity does not damage or materially interfere with Buyer's use of the property for water production and distribution purposes, and (b) for any pre-existing rights arising out of or under existing leases, easements, rights of way or instruments of record that may affect the Property.

THE REAL PROPERTY DESCRIBED HEREIN IS SUBJECT TO THE OIL AND GAS LEASE BY _____, AS GRANTOR, FOR ITS BENEFIT, AND FOR THE BENEFIT OF OTHER PARTIES AND PERSONS AS SET FORTH THEREIN, AND RECORDED WITH THE OFFICE OF THE RECORDER OF _____ COUNTY, OHIO ON THE ____ DAY OF _____, _____ IN _____ COUNTY

DEED RECORDS AT OFFICIAL RECORD _____ AND HAVING DOCUMENT NUMBER _____, AS IF THE SAME WERE FULLY SET FORTH HEREIN.

Subject to the following:

1. Zoning and use ordinances, if any;

2. Taxes and assessments, both general and special, not yet due and payable;

3. Any and all conditions, easements, covenants, restrictions, tenancies, leaseholds and/or other matters of record and/or of fact (collectively the "Permitted Exceptions").

TO HAVE AND TO HOLD the above granted and bargained Premises, with the appurtenances thereunto belonging, with limited warranty covenants, unto Grantee and Grantee's successors and assigns forever.

And Grantors do, for Grantors and Grantors' successors and assigns, covenant with Grantee, and Grantee's successors and assigns, that at and until the ensealing of these presents: (a) Grantors are well seized of the Premises as a good and indefeasible estate in FEE SIMPLE; and (b) Grantors have good right to bargain and sell the Premises in manner and form as above-written.

Prior Deed reference(s):

Permanent Parcel Number(s): **15-00-00517.000**

Grantors have executed and delivered this Limited Warranty Deed to Grantee on this _____ day of _____, 2014.

_____	_____
By: Joyce Robertson	By: William N. Robertson
_____	_____
By: Spouse of Jon D. Robertson	By: Jon D. Robertson
_____	_____
By: Spouse of James H. Robertson	By: James H. Robertson

State of Ohio)

) SS:

_____ County)

Before me, a Notary Public in and for said county and state, personally appeared the above-named _____, who acknowledged that he did sign the foregoing Limited Warranty Deed and that the same is the free act and deed of the Company and his free act and deed as the Managing Member.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Noble County, Ohio, this _____ day of _____, 2014.

_____

Notary Public

DRAFT

SCHEDULE 5.9(b)

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered into as of this _____ day of _____ 2014 (the "Effective Date") by and between Jon D. Robertson ("Seller"), and Aqua Ohio, Inc., an Ohio corporation ("Buyer").

1. **Purchase and Sale**. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and take from Seller, certain property located in Carroll County, State of Ohio, together with all privileges, entitlements, easements, rights, appurtenances and improvements thereto, excluding and retaining unto Seller all right, title and interest in and to the oil and gas and all byproducts thereof, including but not limited to natural gas liquids on or underlying any Property, as defined below, and all working interests, royalty interests, overriding royalty interests, participation interests, and interests arising out of any lease, license, reservation, easement, right of way, consolidation, unitization or any other agreements related to the above oil and gas and all byproducts thereof such excluded and retained rights being hereinafter referred to as the "Seller Retained Interests". However the Sellers' Retained Interests will not include (i) any water rights, and (ii) the right to use the surface of the Property, whether for use in conjunction with the retained mineral rights or otherwise, including but not limited to ingress, egress, drilling, exploration, use for shafts or any form of extraction, except for: (a) the right to enter upon the property for the purpose of conducting seismic testing, which may be performed to the extent that such activity does not damage or materially interfere with Buyer's use of the property for water production and distribution purposes, and (b) for any pre-existing rights arising out of or under existing leases, easements, rights of way or instruments of record that may affect the Property. The Property is generally shown on Exhibit A hereto and consists of approximately 5 acres. Such Property and the legal description thereof is pending final survey by Buyer and upon completion thereof and acceptance by both parties hereto, such survey and description shall constitute and be incorporated herein as the legal description of the Property.

2. **Purchase Price**. The purchase price for the Property shall be Ten Thousand Dollars ($10,000.00) per acre. The total price ("Purchase Price"), payable by Buyer at Closing, shall be determined by the survey and the per acre price described above, together with such other good and valuable consideration as may be required from Buyer hereunder.

3. **Contingencies.** Buyer's obligation to purchase the Property and Seller's obligation to sell the Property are each subject to the satisfaction or waiver of the conditions and contingencies described herein (the Contingencies") within Sixty (60) days of the Effective Date (the "Contingency Period").

a. *Title.* Within Sixty (60) days of the Effective Date, Buyer shall obtain, at Buyer's expense, a commitment for an owner's policy of title insurance issued by a title insurance company selected by Buyer and approved by Seller (the "Title Company") with respect to the Property (the "Title Commitment"). The Title Commitment shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (i) those created by Buyer or which are to be satisfied at Closing; (ii) those specifically set forth in this Contract; (iii) zoning ordinances; (iv) legal highways; and (v) covenants, restrictions, conditions and easements of record which do not interfere with or restrict the use of the Property contemplated by Buyer in connection with the operation of a water utility business. If title to all or part of the Property is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted by this Contract, Buyer shall have the right to object to such conditions within thirty (30) days of Buyer's receipt of the Title Commitment. If Buyer so objects, Buyer will provide Seller with written notice of such title objections, and upon receipt thereof , Seller shall have the right, but not the obligation, to cure any such title objections or obtain title insurance covering the same. If Seller fails or elects not to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor within the Contingency Period, Buyer shall have the option to terminate this Contract by delivering written notice thereof to Seller. At Closing, Seller shall sign an affidavit with respect to off-record liens affecting the Property as reasonably required by the Title Company. The issuance of a title insurance policy pursuant to the Title Commitment (the "Title Policy") is a condition precedent to the parties' obligation to proceed to Closing under this Agreement. The Title Policy shall be in a form reasonably acceptable to Buyer and in the amount of the Purchase Price, showing title to the Property vested of record in Buyer in fee simple, subject only to any matters approved or waived by Buyer, any matters shown on the Survey and not objected to by Buyer, the Seller's Retained Interests and any other matters that Buyer has approved in writing.

b. *Survey.* Within Sixty (60) days of the Effective Date, Buyer will have the right to obtain, at Buyer's cost and expense, a survey of the Property, together with certification of the surveyor as may reasonably be required by Buyer (the "Survey"). The Survey shall satisfy, if required by Buyer, the most recent "Minimum Standard Requirements for

ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM, and shall meet the accuracy requirements of a Class A Survey as defined therein. If the Survey reveals any exceptions to title or any matters affecting the Property ("Survey Exceptions"), Buyer may notify Seller in writing of such Survey Exceptions within twenty (20) days after Buyer's receipt of the last of the Title Commitment or Survey (the "Survey Notice"), whereupon Seller shall have the right, but not the obligation to, cure any disapproved Survey Exceptions. If Seller fails to cure any Survey Exceptions referenced in the Survey Notice within the Contingency Period, Buyer shall have the option to terminate this Contract by delivering written notice thereof to Seller.

c. *Environmental Conditions.* Buyer shall have the right, and Seller shall provide Buyer access to the Property reasonably necessary, to obtain environmental reports regarding the soils, ground water, topography, geology and other conditions of the Property, ("Environmental Reports"). If Buyer has Phase One environmental testing performed on the Property, then Sellers shall contribute 50% of the cost of such Phase One environmental testing so long as Sellers' 50% contribution does not exceed $3,000 in the aggregate for testing associated with both the Property being sold under this Agreement and the property being sold under the Real Estate Purchase Agreement between Buyer and William N. Robertson, Jon D. Robertson and James H. Robertson. The organization to perform any Phase One environmental testing shall be mutually agreeable by the parties. If the Environmental Reports reveal any environmental matters adversely affecting the Property (the "Environmental Conditions"), Buyer may notify Seller in writing of such Environmental Conditions (the "Environmental Notice"). Upon receipt of an Environmental Notice, Seller shall have the right, but not the obligation to, cure any disapproved Environmental Conditions. If the Environmental Condition is not cured to Buyer's reasonable satisfaction within the Contingency Period, Buyer shall have the right to terminate this Contract.

d. *Inspection.* Seller shall cooperate in making the Property reasonably available for inspection by Buyer. If Buyer is not, in good faith, satisfied with the condition of the Property as disclosed by any inspection thereof, Buyer may deliver to Seller a written request that the Seller remedy any unsatisfactory conditions. Upon receipt of written notice of such unsatisfactory conditions, Seller shall have the right, but not the obligation to, remedy such conditions. In the event that Buyer and Seller do not reach agreement

regarding remedying the unsatisfactory conditions prior to the expiration of the Contingency Period, then Buyer shall have the right to terminate this Contract.

e. *Easements*. Access Rights. Buyer and Seller shall reasonably cooperate to secure any and all easements, rights of way, consents, amendments, variances, permits and or approvals from third parties as are necessary in order to permit Buyer to have ingress and egress to and full use and enjoyment of the Property in the manner and for the purposes contemplated by Buyer in connection with the operation of a water utility business.

f. *Representations.* (a) All of Seller's and Buyer's representations and warranties hereunder shall remain true and correct; (b) no moratorium, statute, order, regulation, ordinance or judgment of any court or governmental agency shall have been enacted, adopted, issued or initiated that would materially and adversely affect the Property or Buyer's use thereof as contemplated herein; and (c) the parties shall have delivered all other documents and other deliveries listed in paragraph 5 hereof.

g. *Simultaneous Closings* Simultaneous with the Closing herein, the closing of those certain Asset Purchase Agreements by and between Mohawk Utilities, Inc. and Buyer and Tomahawk Utilities, Inc. and Buyer shall have occurred.

h. *No Seller Liability* Notwithstanding any other provision contained herein, if Seller elects or is unable to cure any condition or objection raised by Buyer under this Section 3 and therefore a condition to closing set forth herein has not been satisfied, Seller shall not be in breach or default under the terms hereof and the termination rights set forth above shall be Buyer's sole and exclusive rights in connection therewith.

i. *Buyer's Obligation to Repair, Restore and Indemnify.* In connection with Buyer's access and inspection rights hereunder, Buyer shall promptly return the Property to substantially the same condition it was in prior to Buyer's or any of Buyer's agents' or contractors' entry thereon and conducting of any tests, inspections, studies and evaluations thereof, and Buyer hereby further agrees to defend, indemnify and hold Seller harmless from any and all claims, actions and other liabilities of any nature, including but not limited to reasonable attorney's fees and court costs, which may arise out of Buyer's or its agents' or contractors' actions or omissions on the Property.

j. *Disclosure of Test Results to Seller and Confidentiality.* Buyer hereby agrees that if Buyer should exercise its right not to purchase the Property as a result of the failure of any condition or contingency set forth herein, then at Seller's request Buyer will provide Seller with a copy of any test results, inspection reports, surveys or site assessments

obtained by Buyer hereunder. Buyer further agrees that Buyer shall not disclose or communicate to any third party, any of the information obtained from Seller or otherwise obtained by Buyer hereunder regarding the condition of the Property, any improvements thereon, or regarding the use of the Property by Seller, without first obtaining Seller's prior written consent, which may be withheld by Seller in his sole discretion except as may be required by law.

4. **Closing.** The closing of the purchase and sale of the Property (the "Closing") shall take place at the offices of Aqua Ohio, Inc. located at 6650 South Avenue, Boardman OH 44512, and the Closing shall commence at 12:00 P.M. local time, or at any other mutually agreed to location and time, on or before the date of Closing of those certain Asset Purchase Agreements by and between Mohawk Utilities, Inc. and Buyer, and Tomahawk Utilities, Inc. and Buyer. Possession of the Property shall be delivered at Closing.

5. **Deliveries.**

a. *Seller's Deliveries at Closing.* At Closing, Seller shall deliver the following documents and materials, all of which shall be in form and substance reasonably acceptable to the parties:

i. a duly executed and acknowledged limited warranty deed (the "Deed"), which shall include a reservation or exclusion of the Seller's Retained Interests. Such Deed shall be in the form that is attached hereto and made a part of this Agreement as Exhibit B;

ii. a certificate duly executed by Seller stating that to the best of Seller's knowledge as of the date of Closing all representations and warranties by Seller set forth in this Contract remain true and correct;

iii. a certification duly executed by Seller, certifying that Seller is not a "foreign person", pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended ("Section 1445");

iv. a general instrument of transfer, pursuant to which Seller shall convey and assign to Buyer all of Seller's right, title and interest, if any, in and to all personal property and other rights of Seller relating to the Property ("General Instrument of Transfer")

v. such affidavits as the Title Company may reasonably require in order to omit from the Title Policy all exceptions for (1) parties in possession, (2) mechanic's liens; and

vi. a closing statement showing documents, closing costs and prorations, calculated in accordance with paragraph 6 hereof, in form and substance satisfactory to Buyer and Seller (the "Closing Statement").

b. *Buyer's Deliveries at Closing.* On the date of Closing, Buyer shall deliver the following:

i. the Purchase Price for the Property (plus any additional funds necessary to pay Buyers' share of closing costs and prorations, minus any credits granted to Buyer as set forth herein) in immediately available funds; and

ii. a signed Closing Statement; and

iii. such other documents or instruments that may be required by the Title Company in order to Close the transaction contemplated herein, all in a form that is mutually acceptable to the parties hereto.

6. **Closing Costs and Prorations.** At the Closing, closing costs shall be paid and prorations made as follows:

a. Except as otherwise expressly provided herein, Seller shall pay at the Closing the costs of releasing any mortgage, financing statement, or other debt security, or any attachments, assessments, delinquent real estate taxes or mechanic's or materialmen's liens outstanding against the Property, one half of the transfer taxes and conveyance fees relating to the transfer of the Property contemplated hereunder.

b. The costs of the Title Policy and the costs of the Survey shall be paid in accordance with paragraph 3 of this Contract.

c. Buyer shall pay the costs of recording the Deed and any mortgage or financing instrument and any special endorsements to the Title Policy not required to cure a title objection or Survey Exception and one half of the transfer taxes and conveyance fees relating to the transfer of the Property contemplated hereunder.

d. *Taxes.* All real property taxes and assessments ("Taxes") (including penalties thereon) which are delinquent shall be paid at Closing out of funds due Seller. Any non-delinquent Taxes shall be prorated as of the date of Closing, on an accrual basis based on, if not yet fully determined as of the Closing, the most recently available tax bill giving effect to applicable exemptions, recently voted millage, change in valuation and other factors affected the Taxes.

7. **Damage or destruction of property.** Risk of loss to the real estate and appurtenances shall be borne by Seller until Closing provided that if certain Property covered by this Contract

shall be substantially damaged or destroyed before this transaction is closed, Buyer may as its sole and exclusive right and remedy:

a. proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property, or

b. rescind the Contract and thereby release all parties from liability hereunder, by giving written notice to Seller within ten (10) days after Buyer has written notice of such damage or destruction.

8. **Seller's Representations and Warranties.** As a material inducement to the execution and delivery of this Contract by Buyer and the performance by Buyer of its duties and obligations hereunder, Seller does hereby warrant and represent to Buyer as of the Effective Date and as of the date of Closing:

a. *Information.* Except as set forth herein and/or as may hereafter be provided to Buyer in writing, Seller has no knowledge of any information affecting the Property that has or would have a material adverse impact on Buyer's ability to use, lease and operate the Property as contemplated by Buyer in connection with the operation of a water utility business.

b. *Legal Compliance.* Except as disclosed to Buyer and/or as may hereafter be provided to Buyer in writing, Seller has not received any notice of any past or continuing violation or alleged violation of any legal requirement affecting the Property; including, without limitation, any past or continuing violation or alleged violation of any local, state or federal environmental, zoning, subdivision, fire or other law, ordinance, code, regulation, rule or order. In addition to the foregoing, and to the best of Seller's knowledge as of the Effective Date the Property complies with all applicable building and zoning codes and all laws, statutes, codes ordinances, rules and regulations relating to the environment.

c. *Litigation.* Seller has no knowledge of any pending or threatened claims, actions, suits, litigation or governmental proceeding affecting the Property.

d. *Other Agreements.* To Seller's knowledge, other than matters appearing of record in the Carroll County Real Estate Records and other leases, easements and agreements that have been disclosed to Buyer hereunder, there are no agreements or understandings, oral or written, with any person, entity or governmental authority affecting the Property which could give rise to claims affecting the Property.

e. *Governmental Actions.* Seller has no knowledge of any threatened or pending condemnation or eminent domain proceeding, special assessment, rezoning or moratorium affecting the Property.

f. *Due Authorization.* Seller has full power to execute, deliver and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery and performance of this Contract.

g. *Environmental Matters.* To the best of Seller's knowledge, without having performed a recent site assessment or made other inspection or inquiry, the Property is not in violation of any Environmental Law (as defined below) and Seller has not received any written notice of (i) the presence on or about the Property of any Hazardous Materials (as defined below); (ii) any release or threatened release of any Hazardous Materials on or affecting the Property; or (iii) the existence of any underground storage tanks on or about the Property. Seller has received no notice of any investigation or proceeding by any governmental agency concerning the presence or alleged presence, release or threatened release of Hazardous Materials on the Property. The term "Environmental Law" includes any federal, state or local law, ordinance or regulation pertaining to health, industrial hygiene, waste disposal, or the environment, including, without limitation: the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the federal Superfund Amendments and Reauthorization Act of 1986, the federal Resource Conservation and Recovery Act of 1976, the federal Clean Air Act, the federal Water Pollution Control Act and federal Clean Air Act of 1977, the federal Insecticide, Fungicide and Rodenticide Act. the federal Pesticide Act of 1977, the federal Toxic Substances Control Act, the federal Safe Drinking Water Act, the federal Hazardous Materials Transportation Act, and any amendments thereto and regulations adopted and publications promulgated pursuant thereto. The term "Hazardous Materials" includes oil and petroleum products, asbestos, polychlorinated biphenyl, radon and urea formaldehyde, and any other materials classified as hazardous or toxic or as pollutants or contaminants under any Environmental Law. If Seller has received or at any time prior to Closing does receive notice, knowledge or information as to the presence, alleged presence, release or threatened release of Hazardous Materials in violation of applicable law on or about the Property other than as previously disclosed by Seller to Buyer, Seller agrees to provide to Buyer all information and data as to such Hazardous Materials immediately upon receipt of same.

9. **Buyer's Representations and Warranties.** As a material inducement to the execution and delivery of this Contract by Seller and the performance by Seller of its duties and obligations hereunder, Buyer does hereby warrant and represent to Seller as of the Effective Date and as of the date of Closing:

a. *Due Authorization.* Buyer has full power to execute, deliver and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery and performance of this Contract. The individual executing this Contract on behalf of Buyer has the authority to bind Buyer to the terms and conditions of this Contract.

b. *Other Agreements.* To Buyer's knowledge, there are no agreements or understandings, oral or written, with any person, entity or governmental authority that would prevent Buyer's acquisition of the Property from Seller's hereunder and Buyer's use of the Property in connection with the operation of a water utility business as contemplated hereunder.

10. **Limitation of Remedies.** Excluding any and all warranties pertaining to title issues as described in the limited warranty deed delivered to Buyer in accordance with Paragraph 5(a)(i), Buyer shall accept the Property in its then AS IS AND WHERE IS CONDITION, and except for any claim that Buyer may have against Seller for willful and intentional misrepresentation contained herein, Buyer shall accept all risk and responsibility related to the condition of the property on and after the date of Closing.

11. **Default and Termination Rights.** If either party is in default hereunder or fails to perform any of their obligations under this Agreement, prior to declaring a default the non-defaulting party shall provide the party in default with a written notice in the manner set forth in Section 12(b) below, specifying the nature of the default. Unless the defaulting party cures such default within twenty (20) days of receipt of such notice, the non-defaulting party may elect to terminate this Agreement and exercise its rights hereunder.

12. **Miscellaneous.**

a. This Contract shall be binding upon the parties hereto, and their respective successors and assignees. All agreements, representations and warranties by the respective parties contained herein are intended to and shall remain true and correct as of the Closing, shall be deemed to be material, and shall survive the delivery of the Deed and transfer of title.

Any covenants and conditions herein that must be operative after delivery of the Deed to be effective shall be so operative and shall not be deemed to have been merged in the Deed.

b. *Notices.* All notices required or permitted to be given pursuant to the terms hereof shall be in writing and shall be delivered either by hand delivery, by overnight delivery service, or by deposit in the United States mail, registered or certified mail, postage prepaid. All such notices shall be addressed to the applicable party at its address set forth on the signature page hereof. The foregoing addresses may be changed by written notice to the other party as provided herein. Notices shall be deemed received upon delivery if delivered by hand or by overnight delivery service or by facsimile transmission, or three (3) days after being sent by registered or certified mail (unless a signed receipt evidences earlier delivery).

c. *Legal Description from Survey.* Should the recording of any deed contemplated hereunder require a new survey of the property to be conveyed the parties agree that at the time of closing the new survey description shall be substituted for the description to the property attached hereto, provided that it has been reviewed and approved by both the Buyer and Seller hereto.

d. *Invalidly of provision.* If any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions hereof. No amendment, modification or extension of this Agreement shall be binding upon any of the parties hereto unless it is in writing and signed by the party against whom enforcement of said amendment, modification or extension is sought.

e. *Ohio Law.* This Agreement shall be construed in accordance with the laws of the State of Ohio.

Each Buyer and Seller warrants and covenants to the other that it has full right, power and authority to enter into this Agreement and, at Closing, will have full right, power and authority to consummate the sale and purchase provided for herein. A facsimile or electronic signature shall be considered an original signature.

INTENDING TO BE BOUND, the parties hereto have executed this Agreement as of the day and year set forth above.

SELLER:

_____

By: Jon D. Robertson

Buyer

AQUA OHIO, Inc.

By:_____
Edmund P Kolodziej
Its: President

EXHIBIT A

LEGAL DESCRIPTION

Parcel Number: 16-00-00066.000

To be supplemented by the above referenced survey.

DRAFT

EXHIBIT B

FORM OF LIMITED WARRANTY DEED

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Jon D. Robertson, the grantor, ("Grantor"), for $1.00 ($10.00) and other valuable consideration received to Grantor's full satisfaction from Aqua Ohio, Inc. the grantees ("Grantee"), with Grantee's tax mailing address being _____, does hereby give, grant, bargain, sell and convey unto Grantee, and Grantee's successors and assigns, with limited warranty covenants, the following described premises, ("Premises"):

See Exhibit "A" which is attached hereto and is made part hereof.

Reserving unto the Grantor all right, title and interest in and to the oil and gas and all byproducts thereof, including but not limited to natural gas liquids on or underlying any Property, as defined below, and all working interests, royalty interests, overriding royalty interests, participation interests, and interests arising out of any lease, license, reservation, easement, right of way, consolidation, unitization or any other agreements related to the above oil and gas and all byproducts thereof as agreed to in the Real Estate Purchase Agreement dated _____, 2014 between the Grantor and Grantee ("Sellers' Retained Interests"). However the Sellers' Retained Interests will not include (i) any water rights, and (ii) the right to use the surface of the Property, whether for use in conjunction with the retained mineral rights or otherwise, including but not limited to ingress, egress, drilling, exploration, use for shafts or any form of extraction, except for: (a) the right to enter upon the property for the purpose of conducting seismic testing, which may be performed to the extent that such activity does not damage or materially interfere with Buyer's use of the property for water production and distribution purposes, and (b) for any pre-existing rights arising out of or under existing leases, easements, rights of way or instruments of record that may affect the Property.

THE REAL PROPERTY DESCRIBED HEREIN IS SUBJECT TO THE OIL AND GAS LEASE BY _____, AS GRANTOR, FOR ITS BENEFIT, AND FOR THE BENEFIT OF OTHER PARTIES AND PERSONS AS SET FORTH THEREIN, AND RECORDED WITH THE OFFICE OF THE RECORDER OF

_____ COUNTY, OHIO ON THE ____ DAY OF _____, _____ IN _____ COUNTY DEED RECORDS AT OFFICIAL RECORD _____ AND HAVING DOCUMENT NUMBER _____, AS IF THE SAME WERE FULLY SET FORTH HEREIN.

Subject to the following:

1. Zoning and use ordinances, if any;

2. Taxes and assessments, both general and special, not yet due and payable;

3. Any and all conditions, easements, covenants, restrictions, tenancies, leaseholds and/or other matters of record and/or of fact (collectively the "Permitted Exceptions").

TO HAVE AND TO HOLD the above granted and bargained Premises, with the appurtenances thereunto belonging, with limited warranty covenants, unto Grantee and Grantee's successors and assigns forever.

And Grantor does, for Grantor and Grantor's successors and assigns, covenant with Grantee, and Grantee's successors and assigns, that at and until the ensealing of these presents: (a) Grantor is well seized of the Premises as a good and indefeasible estate in FEE SIMPLE; and (b) Grantor has good right to bargain and sell the Premises in manner and form as above-written.

Prior Deed reference(s):

Permanent Parcel Number(s): **16-00-00066.000**

Grantor has executed and delivered this Limited Warranty Deed to Grantee on this _____ day of _____, 2014.

_____ _____

By: Spouse of Jon D. Robertson By: Jon D. Robertson

State of Ohio)

) SS:

_____ County)

Before me, a Notary Public in and for said county and state, personally appeared the above-named _____, who acknowledged that he did sign the foregoing Limited Warranty Deed and that the same is the free act and deed of the Company and his free act and deed as the Managing Member.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Noble County, Ohio, this _____ day of _____, 2014.

_____

Notary Public

DRAFT

SCHEDULE 5.9(C)

THIS ASSETS PURCHASE AGREEMENT, dated as of the ___ day of _____, 2014, by and between the **Tomahawk Utilities, Inc.** an Ohio corporation ("Seller"), and **Aqua Ohio, Inc.**, an Ohio corporation ("AQUA"), with reference to the following RECITALS:

RECITALS

A. Seller owns, maintains and operates a public water utility system (the "System") that provides potable water service to residents within the Lake Tomahawk subdivision located in Columbiana County, State of Ohio (the "Service Area").

B. AQUA is a public water and wastewater utility that furnishes retail water and wastewater service to the public in various portions of Ohio.

C. Seller desires to sell, and AQUA desires to purchase, certain assets, properties and rights of Seller owned and used in connection with its System, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals and the covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. SALE AND PURCHASE OF THE SELLER'S WATER SYSTEM ASSETS

Subject to the terms and conditions hereinafter set forth, AQUA shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver to AQUA at Closing (hereinafter defined), all of Seller's right, title and interest in the System assets and properties (whether tangible or intangible, real, personal or mixed) which are held or used by Seller in connection with the production, treatment and distribution of water within the Service Area of the System (the "Assets").

The Assets are being sold free and clear of all mortgages, liens, pledges, security interests, charges and taxes, other than those that are to be apportioned between Seller and Buyer on the Closing Date.

1.1 Assets Further Defined

The Assets shall, without limitation to the definition stated above, include all of Seller's right, title and interest in the specific assets and properties set forth on Schedule 1.1, and the following:

(a) all the land, buildings, pipes, pipelines, wells, meters and reading equipment, pressure reduction valves, pumping stations, lift stations, storage tanks, standpipes, fire hydrants, plants, structures, improvements, fixtures, rights-of-way, licenses, leases and easements owned by Seller, or in which Seller has an interest, and all hereditaments, tenements and

appurtenances belonging or appertaining thereto, which interests are by their form and nature transferable, but in all instances excluding and retaining unto Seller all right, title and interest in and to the oil and gas and all byproducts thereof, including but not limited to natural gas liquids on or underlying any real property Assets, excluding any water rights. Except for the right to enter upon the real property Assets for the purpose of conducting seismic testing, which may be performed to the extent that such activity does not damage or materially interfere with Buyer's use of the property for water production and distribution purposes, and for any pre-existing rights arising out of or under existing leases, easements rights of way or instruments of record that may affect the real property Assets, Seller's retained rights will not include the right to use the surface of the real property Assets, whether for use in conjunction with the retained mineral rights or otherwise, including but not limited to ingress, egress, drilling, exploration, use for shafts or any form of extraction. Seller's retained rights shall however include but not be limited to any and all working interests, royalty interests, overriding royalty interests, participation interests, and interests arising out of any lease, license, reservation, easement, right of way, consolidation, unitization or any other agreements related thereto;

(b) all machinery, equipment, tools, vehicles, furniture, furnishings, leasehold improvements, goods, and other tangible personal property relating to the System owned by Seller or in which Seller has an interest;

(c) all supplies and inventories relating to the System;

(d) excepting those relating to Seller's retained mineral rights, if any, all rights of Seller under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate, franchise, or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the System, to the extent that the same may be transferred;

(e) all rights and choses in action of Seller relating to the contracts to be assumed by Buyer hereunder, excluding accounts receivables, and or related to any prescriptive rights arising out of the adverse possession by Seller of real property rights in connection with the operation of the System;

(f) all information, files, records, data, plans, contracts and recorded knowledge, including customer and supplier lists and property records, related to the foregoing.

1.2 <u>Excluded Assets</u>

Notwithstanding the foregoing, the Assets shall not include any of the following:

(a) any and all customer water service lines that run from outside the curb box (or if no curb box from the edge of the street) to each individual residence, commercial or industrial structure served by the Assets;

(b) all piping and fixtures internal to each individual customer's structure (excluding meters, reading equipment, and pressure reduction valves);

(c) all right, title and interest in and to the oil and gas and all byproducts thereof, including but not limited to natural gas liquids, on or underlying any real property Assets, together with any and all working interests, royalty interests, overriding royalty interests, participation interests, and interests arising out of any lease, license, reservation, easement, right of way, consolidation, unitization or any other agreements related thereto. However the above exclusion and reservation does not include any water rights, and except for the right to enter upon the real property Assets for the purpose of conducting seismic testing, which may be performed to the extent that it does not damage or materially interfere with Buyer's use of the property for water production and distribution purposes, and for any pre-existing rights arising out of or under existing leases, easements rights of way or instruments of record that may affect the real property Assets, Seller's retained rights will not include the right to use the surface of the real property Assets, whether for use in conjunction with the retained mineral rights or otherwise, including but not limited to ingress, egress, drilling, exploration, use for shafts or any form of extraction.

(d) Seller's cash and accounts receivables as of the date of Closing, and any rights to make or receive any insurance proceeds or protection related to any act, occurrence or condition that existed on or prior to the Closing Date, subject to provision 1.6.

(e) any assets listed in Schedule 1.2(e) which is attached hereto and incorporated herein by reference.

1.3 Consideration

The total purchase price ("Purchase Price") for the Assets shall be **One Hundred and Five Thousand Six Hundred and Eighty-Three and 00/100 Dollars ($105,683.00)** and shall be payable by AQUA at Closing.

1.4 Contractual Obligations

AQUA shall not assume any obligations or acquire any rights of Seller under any contract, agreement, commitment, lease, certificate, permit or other instrument, whether oral, written, express or implied, except with respect to those contracts and other instruments listed on Schedule 1.4 attached hereto, made part hereof and incorporated herein by reference. Notwithstanding the above however, AQUA shall acquire Seller's interest in the Assets subject to any and all matters appearing of record in the Columbiana County Real Estate Records, even if such matters are not listed on Schedule 1.4.

1.5 Non-Assumption of Liabilities

(a) With the exception of the assumption of contractual duties to be performed after the date of Closing under the surviving contracts listed on Schedule 1.4 attached hereto together with the ongoing obligation to provide water service to the customers of the Seller served by the Water System (the "Assumed Obligations"), all liabilities and obligations of Seller shall remain the sole responsibility of Seller, including any and all liabilities or obligations under any employee benefit plan, practice or arrangement or pension, retirement or savings plan. Except for the Assumed Obligations, AQUA shall not assume and shall not be liable for any liabilities or obligations of Seller of any nature whatsoever, whether express or implied, fixed or contingent, whatsoever.

(b) From and after Closing, Seller shall not be responsible under or obligated to perform pursuant to any requirements contained in the surviving contracts listed on Schedule 1.4 and shall have no obligation or liability under or with respect to the Assumed Obligations, for which AQUA shall be solely responsible.

1.6 Damage or Destruction Prior to Closing.

Without limitation to any other remedy or any representation or warranty herein, in the event that any of the Assets are damaged or destroyed prior to the Closing Date, AQUA may elect to obtain the rights of the Seller under any insurance policy covering the Assets that are damaged or destroyed; or, AQUA may reduce the Purchase Price by the amount of the damage or destruction caused to the Assets, determined by the reasonable repair, in the case of damaged Assets, or reasonable replacement, in the case of destroyed Assets.

2. CLOSING

Subject to the provisions of Sections 4 and 5, Closing hereunder (the "Closing") shall take place at the offices Aqua Ohio, Inc. located at 6650 South Avenue, Boardman OH 44512, commencing at 12:00 P.M. local time, or at any other mutually agreed to location and time, , on or before a date sixty (60) days after the receipt of final regulatory approvals, including without limitation those described in Section 5.6 below. The date of the Closing is referred to herein as the "Closing Date". The effective time of the legal transfer hereunder shall be 12:01 a.m. on the day following the Closing Date. Notwithstanding the foregoing, if the Closing has not occurred on or before December 31, 2014, either Party shall have the right to terminate this Agreement in accordance with the provisions of this Agreement, provided that such termination shall be without prejudice to the rights of either party which has performed its obligations under this Agreement, if Closing does not occur because of a material breach of this Agreement by the other party. Any dates affecting the right to terminate this agreement, within this provision, may, by mutual written agreement of the parties, be amended at any time.

2.1 Items to be delivered at Closing

At the Closing and subject to the terms and conditions herein contained:

(a) Seller shall deliver or turn over to AQUA the control of the Assets, including, without limitation, the following:

(i) instruments and documents of conveyance and transfer, all in form reasonably satisfactory to both parties and their respective counsel, as shall be necessary and effective to transfer and assign to, and vest in, AQUA all of Seller's right, title and interest in the Assets, including, but not limited to the following documents: a limited warranty deed for each parcel to be conveyed; a Bill of Sale and Assignment; an Assignment and Grant of Easement for any easement held by Seller to utilize, maintain, repair and replace any facilities located outside of any parcels to be conveyed and/or publicly dedicated roadways; and an appropriate Sanitary Control Easement for each well within the well protection area maintained by Seller.

(ii) Assignment and copies of, or the originals as appropriate, of all the surviving contracts listed on Schedule 1.4, and such other agreements, contracts, commitments, leases, plans, bids, quotations, proposals, instruments, certificates, permits and other instruments belonging to Seller that are part of or related to the Assets;

(iii) a complete and accurate list of the names and addresses of all customers of Seller, both in paper form and in electronic form on a compact disk (CD) that can be downloaded to a computer, along with a reasonable and available billing history for each customer;

(iv) a certificate, in form and substance satisfactory to both parties, executed by each third party to any contract listed on Schedule 1.4 confirming that to such party's knowledge there is no defense, counterclaim or asserted set off by such party under the contract, and that Seller and such party are each in compliance with the requirements of the contract, and to the extent such party's consent is required to an assignment of the contract to AQUA, such consent;

(v) keys or other access to any and all buildings and gates;

and simultaneously with such delivery, all such steps shall be taken as may be required to put AQUA in actual possession and operating control of the Assets.

(b) Seller shall deliver to AQUA, the agreements, opinions, certificates and other documents and instruments referred to in Section 5 hereof.

(c) Seller shall remit to AQUA any payments of funds received thereby with respect to any Seller invoiced amount or customer water usage subsequent to the Closing Date except for any invoice or billing for periods that were billed in advance, AQUA shall only be entitled to a pro-rata portion of payments or funds received attributable to periods subsequent to Closing. Such payments to be made on a monthly basis for any

such receipts received in the prior month. Nothing herein shall require Seller to collect or take any affirmative actions to collect any funds or payments due to AQUA.

(d) AQUA will remit to Seller any payments or funds received thereby with respect to any Seller invoiced amount or customer water usage that preceded the Closing Date except that for any invoiced amount or usage for periods that were billed in advance, Seller shall only be entitled to pro-rata portion of payments or funds received attributable to periods prior to Closing. Such payments to be made on a monthly basis for any such receipts received in the prior month. Nothing herein shall require AQUA to collect or take any affirmative actions to collect any funds or payments due to Seller.

(e) AQUA shall pay Seller, in then currently available funds, the Purchase Price.

2.2 Transfer Taxes on Real Property and Proration of Real Estate Taxes

(a) Any transfer taxes imposed on the conveyance or transfer of any real property pursuant to this Agreement shall be paid one half each by Seller and AQUA.

(b) All real property taxes and assessments (including penalties thereon) which are delinquent shall be paid at Closing out of funds due Seller. Any non-delinquent real estate taxes and assessments shall be prorated as of the Closing Date, on an accrual basis based on, if not yet fully determined as of the Closing, the most recently available tax bill giving effect to applicable exemptions, recently voted millage, change in valuation and other factors affecting such taxes and assessments.

2.3 Transfer of Utilities

Seller and AQUA will cooperate to transfer utility service, including telephone, electric and gas service providing such service to any of the Assets as of the Closing Date. In the event service cannot be transferred in the name of AQUA as of the Closing Date, the bills shall be pro-rated as of the Closing Date, and AQUA shall retain from the Purchase Price a mutually agreed upon estimate of the amount of such bills not yet paid by Seller.

2.4 Remedy

Seller acknowledges that the Assets are unique and not otherwise available and agrees that, in addition to any other available remedy, AQUA may seek any equitable remedy to enforce performance hereunder, including, without limitation, the remedy of specific performance.

2.5 Further Assurances

Each party, from time to time after the Closing, at the other party's request, and without compensation, will execute, acknowledge and deliver to the other party such other instruments of sale, conveyance, assignment and transfer and will take such other reasonable actions and execute and deliver such other documents, certifications and further assurances as may reasonably be required in order to

complete the transaction contemplated herein in accordance with the terms hereof. Each of the parties hereto, without compensation, will cooperate with the other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence and confirm the purposes of this Agreement.

3. CONDUCT OF PARTIES PENDING CLOSING

3.1 Seller agrees that, with respect to the Assets, pending the Closing and except as otherwise agreed to in writing by AQUA:

(a) The business of Seller shall be conducted solely in the ordinary course consistent with past practice.

(b) Seller shall continue to maintain and service the tangible Assets in the ordinary course of its business. To verify that the Assets are in good and working order at the time of transfer, Buyer shall, in addition to any due diligence rights herein, have the right to inspect the tangible Assets during the week prior to Closing.

(c) Seller will use commercially reasonable efforts to maintain its relations and goodwill with its suppliers, customers and any others having business relations with it.

(d) Seller shall comply with all laws, ordinances, rules, regulations and orders applicable to it and to the conduct of its business.

(e) Seller will promptly advise AQUA in writing if it learns of any event between the date hereof and Closing which could render any representation or warranty under the Agreement, if restated and republished as of Closing, untrue or incorrect in any material respect.

(f) Seller will promptly advise AQUA in writing after Seller receives knowledge of the threat or commencement of any dispute, claim, action, suit, proceeding, arbitration or investigation against or involving the Assets or the sale and transfer thereof to AQUA, or of the occurrence of any event (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the business, operations, properties, assets, prospects or condition (financial or otherwise) of Seller.

(g) Seller will use commercially reasonable efforts to conduct its business in such a manner that at the Closing the representations and warranties of Seller contained in this Agreement shall be true as though such representations and warranties were made on and as of such date. Furthermore, Seller will use commercially reasonable efforts to cause all of the conditions to this Agreement imposed upon Seller to be satisfied on or prior to the Closing Date.

(h) Seller will not take any action which would result in a material breach of any of the

representations and warranties of Seller hereunder.

(i) Seller will provide AQUA with such financial and other reports of its business as AQUA may reasonably request.

(j) Upon receipt of at least one business day's prior notice Seller will give to AQUA, its officers, employees, accountants, counsel and other mutually agreed upon representatives reasonable access to and the right to inspect, during normal business hours, all of the premises, properties, assets, records, contracts and other documents in Seller's possession relating to its business and operations, and shall permit them to consult with the officers, employees, accountants, counsel and agents of Seller for the purpose of making such investigation of the business and operations of Seller as AQUA shall reasonably desire to make, provided that such investigation shall not unreasonably interfere with the business or operations of Seller.

(k) Unless this Agreement is terminated for any reason, Seller shall notify and consult with AQUA prior to the initiation, development or execution of any plans for expansion of or improvements to the Assets or the Water System.

(l) Seller will reasonably cooperate with AQUA in sending any customer notices that in AQUA's judgment are necessary in connection with the transactions contemplated herein and to comply with applicable law and regulation.

(m) AQUA will use commercially reasonable efforts to cause all of the conditions to this Agreement imposed upon AQUA hereunder to be satisfied on or prior to the Closing Date.

4. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

All obligations of Seller under this Agreement are subject to the fulfillment or satisfaction, or waiver by Seller, prior to or at the Closing, of each of the following conditions precedent:

4.1 Closing Certificate; Performance by AQUA

AQUA shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Seller shall have been furnished with a certificate or certificates of AQUA dated the Closing Date, signed by an officer of AQUA, certifying, in such detail as Seller may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties made by AQUA in this Agreement are true and correct as of Closing, except such as have been rendered incorrect because of events which occurred after the date hereof, as disclosed in writing by AQUA to Seller within a reasonable time after the event occurred.

4.2 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or in the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

4.3 AQUA Authorizations

AQUA shall have furnished Seller with certified copies of all proceedings of AQUA, including a signed and certified copy of the appropriate document(s) authorizing the transactions hereby contemplated.

4.4 Governmental Approvals

All governmental authorizations needed for the transfer of the Assets, including, but not limited to, adoption and approval of an Order from the Ohio Public Utilities Commission, authorizing: (a) the transfer of the Assets as contemplated by this Agreement; (b) AQUA to provide water service to the residents in the Service Area; and (c) Seller to abandon such Service Area (if applicable). Such governmental authorizations, orders, authorizations and approvals by the Ohio Public Utilities Commission shall be in form and substance that is reasonably satisfactory to Seller.

4.5 Simultaneous Closings

In conjunction with and simultaneous with the Closing of the System hereunder, each of the transactions referenced in Section 5.9 below shall have occurred or will occur on the Closing Date, each of which shall be considered a condition of Closing hereunder.

5. CONDITIONS PRECEDENT TO AQUA'S OBLIGATIONS

All obligations of AQUA under this Agreement are subject to the fulfillment or satisfaction, or waiver by AQUA, prior to or at the Closing, of each of the following conditions precedent:

5.1 Satisfaction with Operational and Real Estate Title Issues

AQUA shall be satisfied, seven (7) business days prior to Closing with the results of its due diligence inspections of the overall operational functionality of the Assets that AQUA may elect to perform, and at Closing that there has been no material deterioration therein between any completed due diligence and Closing. Additionally, prior to Closing, AQUA shall be satisfied with its review of the real estate and the quality of title to be conveyed to AQUA from Seller and such real estate to be conveyed pursuant to section 5.9.

a. The parties shall execute a mutually agreeable easement allowing for AQUA to maintain an appropriate sanitary control radius on the property described in this provision. Wells

Number 1, 2, 5 and their attendant sanitary control easement areas are currently situated on land owned by Seller ("Wells Parcel"). Portions of such land include areas at the foot of and under an existing dam, the remaining portions of which dam are located on property owned by a third party. Prior to Closing, the Wells Parcel shall be surveyed and any portions underlying or at the foot of the dam shall be excluded from transfer in fee to AQUA, except that the parties shall execute a mutually agreeable easement allowing for AQUA to maintain an appropriate sanitary control radius on any such excluded portion of the Wells Parcel.

b. AQUA, at its expense, shall cause to have performed a survey of the land owned by the System and to be transferred by Seller hereunder. Upon completion and approval thereof by Seller, such survey shall be attached hereto and incorporated herein as an asset to be transferred pursuant to Section 1 by a duly executed and acknowledged limited warranty deed.

c. In connection with AQUA's due diligence and inspection rights hereunder, AQUA shall promptly return the Assets to substantially the same condition they were in prior to AQUA's or any of AQUA's agents' or contractors' entry thereon and conducting of any tests, inspections, studies and evaluations thereof, and AQUA hereby further agrees to indemnify and hold Seller harmless from any and all claims, actions and other liabilities of any nature, including but not limited to reasonable attorney's fees and court costs, which may arise out of AQUA's or its agents' or contractors' actions or omissions on any of the property or in connection with any of the Assets to be conveyed hereunder.

d. AQUA hereby agrees that if AQUA should exercise its right not to purchase the Property as a result of the failure of any condition or contingency set forth herein, then at Seller's request AQUA will provide Seller with a copy of any test results, inspection reports, surveys or site assessments obtained by AQUA hereunder. AQUA further agrees that AQUA shall not disclose or communicate to any third party, any of the information obtained from Seller or otherwise obtained by AQUA hereunder regarding the Assets, the System or otherwise related to Seller's operation of its business, including but not limited to any financial or other information obtained by AQUA from or about Seller hereunder, without first obtaining Seller's prior written consent, which may be withheld by Seller in its sole discretion, except if required by law, in which case Buyer shall advise Seller in advance of such disclosure so as to afford Seller an opportunity to attempt to prevent or limit the need to make such disclosure of Sellers information.

5.2 <u>Closing Certificate; Performance by Seller</u>

Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and AQUA shall have been furnished with a certificate or certificates of Seller dated the Closing Date, signed by the appropriate officials of Seller, certifying, in such detail as the parties may mutually agree, to the fulfillment of the foregoing conditions and that all representations and warranties are true and correct as of Closing, except as disclosed by Seller pursuant to Section 3.1(e), and the facts as contained in

such disclosure(s) shall not result, as determined by AQUA in its reasonable judgment, in a material adverse change in the condition of the Assets or business and operations of Seller relating to the System.

5.3 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

5.4 Seller Authorizations

Seller shall have furnished AQUA with certified copies of all proceedings of Seller, including a signed and certified copy of the appropriate document(s) authorizing the transactions hereby contemplated, as AQUA reasonably shall require.

5.5 Opinion of Counsel

Counsel for Seller shall have delivered to AQUA at Closing an opinion of such counsel, in form and substance consistent with that identified as Schedule 5.5.

5.6 Governmental Approvals

AQUA shall have received all governmental authorizations needed for the transfer of the Assets, including, but not limited to, adoption and approval of an Order from Ohio Public Utilities Commission, authorizing: (a) the transfer of the Assets as contemplated by this Agreement; (b) AQUA to provide water service to the residents in the Service Area; and (c) Seller to abandon such Service Area (if applicable). Such governmental authorizations, orders, authorizations and approvals by the Ohio Public Utilities Commission shall be in form and substance satisfactory to AQUA in its sole discretion.

5.7 Material Damage / Change

The Assets shall not be, or be threatened to be, materially adversely affected by fire, explosion, earthquake, disaster, accident, cessation or interruption of utility or other services, flood, drought, lack of water supply, contamination of water supply, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy, or any other event or occurrence. In addition, all representations and warranties of Seller in this Agreement shall be such that they are and remain true and correct as of Closing and AQUA shall have been furnished with a certificate or certificates of Seller dated the Closing Date, signed by an officer of Seller, certifying, in such detail as AQUA may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties made by Seller in this Agreement are true and correct as of Closing except as disclosed by Seller pursuant to Section 3.1(e).

5.8 Satisfaction of AQUA

All actions, proceedings, resolutions, instruments and documents required to carry out this Agreement or incidental hereto and all other related matters shall have been approved on the Closing Date by AQUA in the exercise of its reasonable judgment.

5.9 Simultaneous Closings

In conjunction with and simultaneous with the Closing of the System hereunder, each of the following shall have occurred or will occur, each of which shall be considered a condition of Closing hereunder:

(a) William N. Robertson, Jon D. Robertson, James H. Robertson and AQUA shall have signed the Agreement of Transfer of Real Estate attached hereto as Schedule 5.9(a) and William N. Robertson, Jon D. Robertson, and James H. Robertson shall have transferred the real estate parcel described therein to AQUA. The parties understand and agree that such final Agreement of Transfer of Real Estate is subject to final survey and any required platting, such final survey or legal description to be mutually agreeable to the parties and such agreement shall transfer approximately Forty-Eight (48) total acres, at the price of Ten Thousand and 00/100 Dollars ($10,000.00) per acre, compromising the Parcels for Wells Six (6), Seven (7), Nine (9) and any appropriate sanitary control easement areas;

(b) Jon D. Robertson and AQUA shall have signed the Agreement of Transfer of Real Estate attached hereto as Schedule 5.9(b) and Jon D. Robertson shall have transferred the real estate parcel described therein to AQUA. The parties understand and agree that such final Agreement of Transfer of Real Estate is subject to final survey and any required platting, such final survey or legal description to be mutually agreeable to the parties and such agreement shall transfer approximately Five (5) total acres, at the price of Ten Thousand and 00/100 Dollars ($10,000.00) per acre, compromising the Parcels for Well Eight (8) and any appropriate sanitary control easement area;

(c) Mohawk Utilities and AQUA shall have signed the Asset Purchase Agreement attached hereto as Schedule 5.9(c) and the closing therein shall have or shall occur simultaneous with the Closing herein.

6. REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Seller hereby represents and warrants to AQUA as follows:

(a) Organization. Seller is duly organized, validly existing and in good standing under the laws of the State of Ohio.

(b) System Ownership. Except for the property to be transferred pursuant to the transactions referenced in Sections 5.9 (a) and (b), to the best of Seller's knowledge,

Seller holds the right, title and interest to the Assets and facilities comprising the System that are adequate to permit Seller to operate the same. .

(c) Current Operations. Except for the transactions referenced in Sections 5.9 (a), to the best of Seller's knowledge, Seller has all requisite power and authority and all agreements, contracts, commitments, leases, certificates, licenses, permits, regulatory authorizations and other instruments required to conduct the business of the System as it has been and is now being conducted and to own and operate the System.

(d) Legal Authority. Subject to the issuance of all necessary governmental and regulatory approvals, Seller has the full power and lawful authority to transfer to AQUA all of its rights, title and interest in and to the System.

(e) Due Authorization; Valid and Binding. Seller has the full power and lawful authority to execute and deliver this Agreement and all related agreements and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement and all related documents and agreements by all necessary proceedings. This Agreement and all related agreements constitute the valid and binding obligation of Seller.

(f) No Approvals or Violations. Subject to the issuance of all necessary governmental and regulatory approvals, and to the consent of any third party contractors that are parties to any of the surviving contracts listed on Schedule 1.4, this Agreement does not require any further approvals of any other party, to the best of Seller's knowledge does not violate any law, ordinance or regulation, does not conflict with any order or decree, and does not conflict with or result in a breach of any contract, lease or permit to which Seller is a party.

(g) Party to Decree. Seller is not party to, or to Seller's knowledge subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the System or the Assets.

(h) Defeasance. As of the Closing, (if applicable) the Seller's bonds, (hereinafter referred to as the "Bonds"), if any, will be defeased, and any and all liens and encumbrances on the Assets will have been removed. The Defeasance will be done in a proper and lawful manner.

(i) List of Assets. To the best of Seller's knowledge Schedule 1.1 contains a true and complete list of the Assets.

(j) Customer Records. To the best of Seller's knowledge the data contained in the customer records provided to AQUA is true and accurate.

6.2 Except as set forth on Schedule 6.2, Seller hereby represents and warrants to AQUA as follows:

(a) Title of Assets. To the best of Seller's knowledge, except for any mortgages or liens that are to be satisfied prior to or with the use of proceeds to be provided by AQUA at Closing, Seller has good and marketable title to the Assets, free and clear of all liens, encumbrances and security interests, but subject to such easements, rights of way, leases, restrictions and other matters and encumbrances appearing on record in the Carroll County, Ohio Real Estate Records.

(b) Undisclosed Liabilities. To the best of Seller's knowledge, except for any mortgages or liens that are to be satisfied prior to or with the use of proceeds to be provided by AQUA at Closing, there are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Assets. For purposes of this Agreement, the term liabilities shall include, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility either accrued, absolute, contingent or otherwise.

(c) No Other Parties. Except for the property to be transferred pursuant to the transactions referenced in Sections 5.9 (a), to the best of Seller's knowledge, no person other than Seller owns or has any interest in any equipment or other tangible assets or properties currently utilized or necessary to the operations or business of the Seller's Assets, excluding such equipment or tangible items that are owned by Seller's customers or contractors that are necessary for and are used in the operation of the System.

(d) Adequacy of Rights. To the best of Seller's knowledge all agreements, contracts, commitments, leases, certificates, permits and other instruments related to the Assets to which Seller is a party and which are included on Schedule 1.4 are valid and enforceable in accordance with their terms, are in good standing, and the parties thereto are in compliance with the provisions thereof. To the best of Seller's knowledge, no party to such an agreement is in default in the performance, observance or fulfillment of any material obligation, covenant or condition contained therein, and no event has occurred, which with or without the giving of notice or lapse of time, or both, would constitute a default thereunder.

(e) Adequacy of Property Rights. To the best of Seller's knowledge, all leases, licenses, rights of way, and easements related in any manner to the assets and properties comprising the Seller's Assets and all other instruments, documents and agreements pursuant to which Seller has obtained the right to use any real property in connection with the Assets are in good standing, valid and effective in accordance with their respective terms, and to the best of Seller's knowledge with respect thereto, there is no existing default or event which could constitute a default. To the best of Seller's knowledge, Seller possesses all property rights necessary to operate the Assets.

(f) Rights to Facilities. Subject to the completion of the transactions referenced in Sections 5.9 (a), to the best of Seller's knowledge Seller has good and valid rights to occupy and to obtain access to the areas where the distribution lines and other facilities

of the Assets are located.

(g) Pending Litigation. There are no pending claims, or actions or to the best of Seller's knowledge there are no, investigations or legal or administrative proceedings regarding the Assets or Seller's ability to transfer the Assets.

(h) Threatened Litigation. To the best of Seller's knowledge, there are no threatened claims, actions, investigations or legal or administrative proceedings regarding the Assets or Seller's ability to transfer the Assets, nor does Seller know of any basis for any such claim, action or proceeding.

(i) Contract for Refunds. Seller is not a party to any contract for future payment of refunds under any extension agreement, customer deposit agreement or similar agreement with respect to the Assets.

(j) Contract with Suppliers, Vendors and Contractors. Seller is not a party to any contract for the purchase of, or payment for supplies, equipment or for services related to the System which will not be satisfied prior to Closing (construction, renewal and replacement and other projects) and the supplier contracts shall be satisfied up to Closing by the Seller within sixty (60) days after Closing as an obligation of the Seller. AQUA is responsible for all suppliers, vendors and/or contractors obligations entered into after the time of Closing and/or arising under any surviving contracts assumed by AQUA as listed on Schedule 1.4 hereunder.

(l) No Material Change. Within the past 12 months , Seller has not received any notice of revocation or limitation upon any governmental permit or authorization in connection with the operation of the Utility System.

(m) No Material Adverse Conditions. To the best of Seller's knowledge there are no conditions or developments existing or, to the knowledge of Seller, threatened which would have a material adverse effect on the Assets.

(n) Compliance with Law. Within the last 12 months, Seller has not received any notice of and to the best of Seller's knowledge is not in material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject and to the best of Seller's knowledge, Seller has not failed to obtain, or to adhere to the requirements of, any certificate, license, permit or other governmental authorization necessary to the ownership of its assets and properties or to the conduct of its business.

6.3 Except as set forth in Schedule 6.3 and except the present use of asbestos cement pipe that is a part of the water distribution system and a part of the Assets hereunder, Seller hereby represents and warrants to and with AQUA as follows with respect to compliance with environmental laws:

(a) Compliance with Law. Within the last 12 months, Seller has not received any written

notice or to Seller's knowledge any other notice that Seller or the System has violated any Environmental Laws (as hereinafter defined).

(b) Adequacy of Permits. To the best of Seller's knowledge, Seller has obtained and continues to possess all permits, licenses, approvals or other authorizations which are required under the Environmental Laws, and Seller has filed such timely and complete renewal applications as may be required prior to the Closing Date, and also has complied with all reporting and record keeping requirements under the Environmental Laws.

(c) Environmental Conditions. To the best of Seller's knowledge, there are no past or present events, conditions, circumstances, activities, practices, incidents, actions or plans pertaining or relating to the Assets which may impede or prevent continued compliance with the Environmental Laws or which may give rise to any civil or criminal liability under the Environmental Laws.

(d) Compliance with Decrees. Within the last 12 months, Seller has not received any written notice or to Seller's knowledge any other notice that Seller has violated any applicable orders, decrees, judgments and notices issued against the Seller under or in connection with the Environmental Laws.

As used in this Agreement, the following terms shall have the following meaning:

The term "Environmental Laws" shall include all federal, state and, local environmental laws and regulations, including, without limitation, the Clean Water Act ("CWA"), also known as the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. § 1251 et seq., the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), 7 U.S.C. §§ 136 et. seq., the Safe Drinking Water Act ("SDWA"), 42 U.S.C. §§ 300 (f) et seq., the Surface Mining Control and Reclamation Act ("SMCRA"), 30 U.S.C. §§ 1201 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), Public Law 99-499, 100 Stat., 1613, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901, the Atomic Energy Act ("AEA"), Act of August 30, 1954, Ch. 1073,68 Stat. 919 (codified as amended in scattered sections of 5 U.S.C. and 42 U.S.C.). Any reference to a legislative act or regulation shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments, opinions directives or notices issued thereunder.

The term "Environmental Condition" shall mean any condition or circumstance related to the Assets, whether created by Seller or any other party, which (1) required or requires abatement or correction under an Environmental Law, or (2) has given or may give rise to any civil or criminal liability under an Environmental Law, or (3) has created or may create a public or private nuisance, including the presence of asbestos, PCB's, hazardous substances, petroleum products, radioactive waste or radon, on, in or about the Assets.

6.4 Seller hereby represents and warrants to AQUA as follows with respect to fire service:

(a) Agreements with Customers. Seller has not entered into an agreement to provide fire service to any customer;

(b) Representations about Fire Service. To the best of Seller's knowledge, Seller has not made a written representation to any customer or other person, business or governmental agency that the system is capable of providing flows to fight any fire.

6.5 No Misleading Statements

To the best of Seller's knowledge no representation or warranty by Seller in this Agreement or in any document delivered or to be delivered pursuant hereto or in connection herewith, and no statement, document, agreement, information or certificate made or furnished or to be made or furnished by Seller to AQUA pursuant hereto or in connection with the negotiation, execution or performance of this Agreement, now and as of the Closing Date, contain any untrue statement of a material fact.

6.6 Seller's Knowledge

As used in this Agreement, the reference to "the best of Seller's knowledge" refers to the actual knowledge of Jon Robertson, as such knowledge was obtained in the ordinary course of his management of Seller's operations.

6.7 Documents Produced

Seller will deliver at closing to AQUA true and complete copies of the agreements, contracts, commitments, leases, certificates, permits and other instruments, documents and undertakings as required in this Agreement.

6.8 Disclaimer of Implied Warranties

Except for the warranties expressly set forth above in writing, Seller makes no other representations or warranties with respect to Seller, the System or the Assets, and all Implied warranties, including but not limited to the implied warranties of merchantability, and fitness for any particular purpose are hereby disclaimed. In addition, AQUA acknowledges and agrees that other than the warranties expressly contained herein, Seller has not made any representation or warranty regarding the condition of any of the Assets at the time of the execution hereof and as of the Closing Date. AQUA agrees and acknowledges that it shall have the sole obligation of conducting such inspections, assessments and evaluations of the Assets prior to Closing, other than the express representations and warranties expressly provided herein by Seller. AQUA shall accept the Assets and Seller's right title and interest therein in the Assets' then **AS IS AND WHERE IS CONDITION**.

6.9 Real Estate and Schedule Updates.

At any time up to the tenth Business Day prior to the Closing, the Seller may (but shall not have the obligation to) deliver a written update to any of their Disclosure Schedules (the "Disclosure Schedule Supplement") and, subject to the proviso at the end of this sentence, such Disclosure Schedule Supplement shall amend and supplement the Disclosure Schedules such that the information contained in the Disclosure Schedule Supplement shall be deemed included in the Disclosure Schedules for all purposes hereunder, including with respect to the satisfaction of the conditions to Closing contained herein. Notwithstanding the foregoing, if a party objects to a Disclosure Schedule Supplement, the sole remedy shall be to immediately terminate this Agreement.

7. REPRESENTATIONS AND WARRANTIES OF AQUA

7.1 AQUA hereby represents and warrants to Seller as follows:

(a) Organization. AQUA is a corporation duly organized and validly existing and in good standing under the laws of the State of Ohio.

(b) Due Authorization; Valid and Binding. AQUA has the full power and lawful authority to execute this Agreement and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement by all necessary proceedings. This Agreement constitutes the valid and binding obligations of AQUA.

(c) Financial Wherewithal. AQUA has the financial wherewithal to complete the purchase of the Assets as contemplated hereunder and upon completion of Closing, to operate and manage the Assets at, or exceeding, the level of service provided by the Seller prior to Closing.

(d) No Approvals or Violations. To the best of AQUA's actual knowledge, subject to the issuance of all necessary governmental and regulatory approvals, this Agreement does not require any further approvals of any other party, does not violate any law, ordinance or regulation, does not conflict with any order or decree and does not conflict with or result in a breach of any contract, lease or permit to which AQUA is a party.

(e) Party to Decree. AQUA is not party to, or to AQUA's knowledge subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the operation of a water and/or a waste water utility system or otherwise would have an adverse impact upon its ability to close the transaction contemplated herein and continue the operation of the System for retail water distribution to Seller's customers.

(f) Pending Litigation. There are no pending claims, and to the best of AQUA's knowledge there are no actions, investigations or legal or administrative proceedings regarding the operation of AQUA's business that would have an adverse affect upon its

ability to close the transaction contemplated herein and continue the operation of the System for retail water distribution to Seller's customers.

(g) Threatened Litigation. To the best of AQUA's knowledge, there are no threatened claims, actions, investigations or legal or administrative proceedings against AQUA that could have an adverse impact upon AQUA's ability to close the transaction contemplated herein and continue the operation of the System for retail water distribution to Seller's customers.

(h) Compliance with Law. AQUA has not received any notice of a material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject which would prevent AQUA from performing its obligations under this Agreement.

(i) Compliance with Law. AQUA has not received any written notice that AQUA or any of its operations has violated any Environmental Laws to the extent that such violation would prevent AQUA from performing its obligations under this Agreement.

(k) As used in this Agreement, the reference to "the best of AQUA's knowledge refers to the actual knowledge of Edmund "Ed" P Kolodziej, President of AQUA, as the knowledge that each such person would have reasonably obtained in the ordinary course of managing Buyer's operations.

8. INDEMNIFICATION

8.1 Indemnification of Seller

From and after the Closing, AQUA will reimburse, indemnify and hold Seller and its officers and employees harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of third party claims related to:

(a) the provision of water service by AQUA for the period following Closing;

(b) issues of regulatory compliance and claims by third parties for events that occur following the date of Closing;

(c) the failure of AQUA to perform any of its covenants hereunder;

(d) the negligent or willful misconduct of AQUA or any of its officers, employees, agents, and/or contractors;

(e) any third party claims arising out of a misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of AQUA under this Agreement, or from any misrepresentation in, or omission from, any Schedule or information

furnished to Seller pursuant to this Agreement; and

(f) the enforcement of this Section 8.

8.2 Indemnification of AQUA

From and after the Closing, Seller will reimburse, indemnify and hold AQUA and its affiliates, and their officers, directors and employees, harmless, up to the limit of Two Million Dollars ($2,000,000.00), from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

(a) any third party claims relating to liabilities or obligations of Seller under pre-existing contract entered into by Seller, except for those liabilities and obligations of Seller which AQUA specifically assumes pursuant to Section 1.4 of this Agreement or that otherwise may be caused by or attributable to any act or omission of AQUA or AQUA's entry upon any of the property or access to any of the Assets prior to or after Closing;

(b) any third party claims arising out of a misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of Seller under this Agreement, or from any misrepresentation in, or omission from, any Schedule or information furnished to AQUA pursuant to this Agreement or in connection with the negotiation, execution or performance of this Agreement;

(c) any third party claims alleging or based on negligence or willful misconduct of Seller in the provision of water service by Seller for the period prior to the date of Closing;

(d) issues of regulatory compliance and claims by third parties for injuries that occurred prior to Closing;

(e) Seller's tax liability; and/or

(f) the enforcement of this Section 8.

8.3 General

(a) Each party shall provide the other party with reasonable notice of any claims arising under this Section 8. The indemnification rights of the parties under this Section 8 are independent of and in addition to such rights and remedies as the parties may have at law or in equity or otherwise for any misrepresentation, breach of warranty, or failure to fulfill any agreement or covenant hereunder.

(b) Nothing herein shall be construed to limit or diminish any rights of the parties in any action pursuant to this agreement whether based in contract or otherwise, except as to claims for indemnification of third party claims.

9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and agreements made by the parties in this Agreement or in any agreement, document, statement or certificate furnished hereunder or in connection with the negotiation, execution and performance of this Agreement shall survive the Closing for a period of 18 months.

10. LIABILITY

Except for any claim of the Buyer for fraud or intentional misrepresentation, the parties' liability for any claim for breach, misrepresentation or failure to fulfill any covenant brought under this Agreement shall not exceed the total Purchase Price, as defined in Section 1.3 of this Agreement. Under no circumstances shall either party be liable for any punitive or exemplary damages, lost profits or other similar items and under no circumstances shall damages be calculated based upon the use of a "multiplier" or similar method having a similar effect.

11. MISCELLANEOUS

11.1 Contents of Agreement; Parties in Interest; etc.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the parties hereto. Any and all previous agreements and understandings between or among any or all of the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

11.2 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and permitted assigns of Seller or AQUA.

11.3 Waiver

Any term or provision of this Agreement may be waived at any time by the party or parties entitled to the benefit thereof by a written instrument executed by such party or parties.

11.4 Notices

Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered

personally or sent by telegram or by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to AQUA:

Edmund P Kolodziej, Jr.
President and Chief Operating Officer
6650 South Avenue
Boardman OH 44512

If to Seller:

Jon Robertson
President of Tomahawk Utilities, Inc.
7326 Canton Road, NW
Malvern, Ohio 44644

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered, telegraphed or mailed.

11.5 Law to Govern

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without giving effect to any conflicts of laws provisions.

11.6 No Benefit to Others

The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and their legal representatives, successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

11.7 Headings, Gender, etc.

All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

11.8 Exhibits and Schedules

All Exhibits, Attachments and Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

11.10 Severability

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the involved or unenforceable provision causes this Agreement to fail of its essential purpose.

11.11 Counterparts

This Agreement may be executed in any number of counterparts and any signatory hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all signatories. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. A facsimile or electronic signature shall be considered an original signature.

11.12 Agreement Drafted by Both Parties

This Agreement shall be deemed to have been drafted by all parties and in the event of any ambiguity, the wording of the agreement shall not be construed against any particular party as the drafter via the doctrine of *contra proferentem*.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly executed this Agreement on the date first written.

SELLER: Tomahawk Utilities, Inc.

Jon D. Robertson

By: _____
Its: President

AQUA OHIO, Inc.

Edmund P Kolodziej, Jr.

By:_____
Its: President

LIST OF
SCHEDULES

SCHEDULES

Schedule 1.1	List of Assets
Schedule 1.2(e)	Excluded Assets
Schedule 1.4	Assumed Obligations of Seller
Schedule 5.5	Form of Opinion of Seller's Counsel
Schedule 5.9(a)	Form of Real Estate Transfer Agreement with William N. Robertson, Jon D. Robertson, James H. Robertson and AQUA
Schedule 5.9(b)	Form of Real Estate Transfer Agreement with Jon D. Robertson and AQUA
Schedule 5. 9(c)	Asset Purchase Agreement Mohawk Utilities and AQUA
Schedule 6.2	Exceptions to Seller's Representations and Warranties
Schedule 6.3	Exceptions to Seller's Environmental Representations and Warranties

MOHAWK UTILITY INC. / AQUA OHIO, INC.

SCHEDULE 6.2 EXCEPTIONS TO SELLER'S REPRESENTATIONS AND WARRANTIES

The following are exclusions to Seller's representations and warranties listed in section 6.2 of the Agreement:

1. Although Seller is not a party to any contract for future payment of refunds, there are several agreements that require payments, for which AQUA will be responsible, in accordance with and attached to this Agreement under Schedule 1.4.
2. Seller's permits and certifications are currently up to date. However, Seller wants to disclose that they are currently in the yearly process of renewing such permits.
3. Seller has some customers who pay their bill for the entire year in advance.

MOHAWK UTILITY INC. / AQUA OHIO, INC.

SCHEDULE 6.3 EXCEPTIONS TO SELLER'S ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES

The following are exclusions to Seller's representations and warranties listed in section 6.3 of the Agreement:

1. In 2013, Seller received a violation for only taking one water sample instead of the required two water samples. They were required to send out a Consumer Confidence Report stating that they only took one sample. This was remedied as soon as possible by taking the two EPA required samples the next year.
2. Several years ago, Lake Mohawk Property Owners Association, the owner of a property leased to Seller, dumped a large pile of brush and other organic material on the leased property within one of the well sanitation areas. This was a violation of EPA requirements. This brush pile has since been remedied and is no longer in violation. Lake Mohawk Property Owners Association was advised that this conduct is no longer allowed.
3. There is a water storage tank on the premises that is painted with lead paint. This was disclosed to Aqua during the due diligence period
4. Over the years Seller has received some recommendations during inspections of the System by the EPA and other governmental bodies. These recommendations have not arisen to any violations or written notices.

EXHIBIT 2

Assets Purchase Agreement between
Aqua Ohio, Inc. and Tomahawk Utilities, Inc.

THIS ASSETS PURCHASE AGREEMENT, dated as of the ___ day of _____, 2014, by and between the **Tomahawk Utilities, Inc.** an Ohio corporation ("Seller"), and **Aqua Ohio, Inc.**, an Ohio corporation ("AQUA"), with reference to the following RECITALS:

RECITALS

A. Seller owns, maintains and operates a public water utility system (the "System") that provides potable water service to residents within the Lake Tomahawk subdivision located in Columbiana County, State of Ohio (the "Service Area").

B. AQUA is a public water and wastewater utility that furnishes retail water and wastewater service to the public in various portions of Ohio.

C. Seller desires to sell, and AQUA desires to purchase, certain assets, properties and rights of Seller owned and used in connection with its System, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals and the covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. SALE AND PURCHASE OF THE SELLER'S WATER SYSTEM ASSETS

Subject to the terms and conditions hereinafter set forth, AQUA shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver to AQUA at Closing (hereinafter defined), all of Seller's right, title and interest in the System assets and properties (whether tangible or intangible, real, personal or mixed) which are held or used by Seller in connection with the production, treatment and distribution of water within the Service Area of the System (the "Assets").

The Assets are being sold free and clear of all mortgages, liens, pledges, security interests, charges and taxes, other than those that are to be apportioned between Seller and Buyer on the Closing Date.

1.1 Assets Further Defined

The Assets shall, without limitation to the definition stated above, include all of Seller's right, title and interest in the specific assets and properties set forth on Schedule 1.1, and the following:

(a) all the land, buildings, pipes, pipelines, wells, meters and reading equipment, pressure reduction valves, pumping stations, lift stations, storage tanks, standpipes, fire hydrants, plants, structures, improvements, fixtures, rights-of-way, licenses, leases and easements owned by Seller, or in which Seller has an interest, and all hereditaments, tenements and appurtenances belonging or appertaining thereto, which interests are by their form and nature transferable, but in all instances excluding and retaining unto Seller all right, title

and interest in and to the oil and gas and all byproducts thereof, including but not limited to natural gas liquids on or underlying any real property Assets, excluding any water rights. Except for the right to enter upon the real property Assets for the purpose of conducting seismic testing, which may be performed to the extent that such activity does not damage or materially interfere with Buyer's use of the property for water production and distribution purposes, and for any pre-existing rights arising out of or under existing leases, easements rights of way or instruments of record that may affect the real property Assets, Seller's retained rights will not include the right to use the surface of the real property Assets, whether for use in conjunction with the retained mineral rights or otherwise, including but not limited to ingress, egress, drilling, exploration, use for shafts or any form of extraction. Seller's retained rights shall however include but not be limited to any and all working interests, royalty interests, overriding royalty interests, participation interests, and interests arising out of any lease, license, reservation, easement, right of way, consolidation, unitization or any other agreements related thereto;

(b) all machinery, equipment, tools, vehicles, furniture, furnishings, leasehold improvements, goods, and other tangible personal property relating to the System owned by Seller or in which Seller has an interest;

(c) all supplies and inventories relating to the System;

(d) excepting those relating to Seller's retained mineral rights, if any, all rights of Seller under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate, franchise, or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the System, to the extent that the same may be transferred;

(e) all rights and choses in action of Seller relating to the contracts to be assumed by Buyer hereunder, excluding accounts receivables, and or related to any prescriptive rights arising out of the adverse possession by Seller of real property rights in connection with the operation of the System;

(f) all information, files, records, data, plans, contracts and recorded knowledge, including customer and supplier lists and property records, related to the foregoing.

1.2 Excluded Assets

Notwithstanding the foregoing, the Assets shall not include any of the following:

(a) any and all customer water service lines that run from outside the curb box (or if no curb box from the edge of the street) to each individual residence, commercial or industrial structure served by the Assets;

(b) all piping and fixtures internal to each individual customer's structure (excluding meters, reading equipment, and pressure reduction valves);

(c) all right, title and interest in and to the oil and gas and all byproducts thereof, including

but not limited to natural gas liquids, on or underlying any real property Assets, together with any and all working interests, royalty interests, overriding royalty interests, participation interests, and interests arising out of any lease, license, reservation, easement, right of way, consolidation, unitization or any other agreements related thereto. However the above exclusion and reservation does not include any water rights, and except for the right to enter upon the real property Assets for the purpose of conducting seismic testing, which may be performed to the extent that it does not damage or materially interfere with Buyer's use of the property for water production and distribution purposes, and for any pre-existing rights arising out of or under existing leases, easements rights of way or instruments of record that may affect the real property Assets, Seller's retained rights will not include the right to use the surface of the real property Assets, whether for use in conjunction with the retained mineral rights or otherwise, including but not limited to ingress, egress, drilling, exploration, use for shafts or any form of extraction.

(d) Seller's cash and accounts receivables as of the date of Closing, and any rights to make or receive any insurance proceeds or protection related to any act, occurrence or condition that existed on or prior to the Closing Date, subject to provision 1.6.

(e) any assets listed in Schedule 1.2(e) which is attached hereto and incorporated herein by reference.

1.3 Consideration

The total purchase price ("Purchase Price") for the Assets shall be **One Hundred and Five Thousand Six Hundred and Eighty-Three and 00/100 Dollars ($105,683.00)** and shall be payable by AQUA at Closing.

1.4 Contractual Obligations

AQUA shall not assume any obligations or acquire any rights of Seller under any contract, agreement, commitment, lease, certificate, permit or other instrument, whether oral, written, express or implied, except with respect to those contracts and other instruments listed on Schedule 1.4 attached hereto, made part hereof and incorporated herein by reference. Notwithstanding the above however, AQUA shall acquire Seller's interest in the Assets subject to any and all matters appearing of record in the Columbiana County Real Estate Records, even if such matters are not listed on Schedule 1.4.

1.5 Non-Assumption of Liabilities

(a) With the exception of the assumption of contractual duties to be performed after the date of Closing under the surviving contracts listed on Schedule 1.4 attached hereto together with the ongoing obligation to provide water service to the customers of the Seller served by the Water System (the "Assumed Obligations"), all liabilities and obligations of Seller shall remain the sole responsibility of Seller, including any and all liabilities or obligations under any employee benefit plan, practice or arrangement or pension, retirement or savings

plan. Except for the Assumed Obligations, AQUA shall not assume and shall not be liable for any liabilities or obligations of Seller of any nature whatsoever, whether express or implied, fixed or contingent, whatsoever.

(b) From and after Closing, Seller shall not be responsible under or obligated to perform pursuant to any requirements contained in the surviving contracts listed on Schedule 1.4 and shall have no obligation or liability under or with respect to the Assumed Obligations, for which AQUA shall be solely responsible.

1.6 Damage or Destruction Prior to Closing.

Without limitation to any other remedy or any representation or warranty herein, in the event that any of the Assets are damaged or destroyed prior to the Closing Date, AQUA may elect to obtain the rights of the Seller under any insurance policy covering the Assets that are damaged or destroyed; or, AQUA may reduce the Purchase Price by the amount of the damage or destruction caused to the Assets, determined by the reasonable repair, in the case of damaged Assets, or reasonable replacement, in the case of destroyed Assets.

2. CLOSING

Subject to the provisions of Sections 4 and 5, Closing hereunder (the "Closing") shall take place at the offices Aqua Ohio, Inc. located at 6650 South Avenue, Boardman OH 44512, commencing at 12:00 P.M. local time, or at any other mutually agreed to location and time, , on or before a date sixty (60) days after the receipt of final regulatory approvals, including without limitation those described in Section 5.6 below. The date of the Closing is referred to herein as the "Closing Date". The effective time of the legal transfer hereunder shall be 12:01 a.m. on the day following the Closing Date. Notwithstanding the foregoing, if the Closing has not occurred on or before December 31, 2014, either Party shall have the right to terminate this Agreement in accordance with the provisions of this Agreement, provided that such termination shall be without prejudice to the rights of either party which has performed its obligations under this Agreement, if Closing does not occur because of a material breach of this Agreement by the other party. Any dates affecting the right to terminate this agreement, within this provision, may, by mutual written agreement of the parties, be amended at any time.

2.1 Items to be delivered at Closing

At the Closing and subject to the terms and conditions herein contained:

(a) Seller shall deliver or turn over to AQUA the control of the Assets, including, without limitation, the following:

(i) instruments and documents of conveyance and transfer, all in form reasonably satisfactory to both parties and their respective counsel, as shall be necessary and effective to transfer and assign to, and vest in, AQUA all of Seller's right, title and interest in the Assets, including, but not limited to the following documents: a limited warranty deed for each parcel to be conveyed; a Bill of

Sale and Assignment; an Assignment and Grant of Easement for any easement held by Seller to utilize, maintain, repair and replace any facilities located outside of any parcels to be conveyed and/or publicly dedicated roadways; and an appropriate Sanitary Control Easement for each well within the well protection area maintained by Seller.

(ii) Assignment and copies of, or the originals as appropriate, of all the surviving contracts listed on Schedule 1.4, and such other agreements, contracts, commitments, leases, plans, bids, quotations, proposals, instruments, certificates, permits and other instruments belonging to Seller that are part of or related to the Assets;

(iii) a complete and accurate list of the names and addresses of all customers of Seller, both in paper form and in electronic form on a compact disk (CD) that can be downloaded to a computer, along with a reasonable and available billing history for each customer;

(iv) a certificate, in form and substance satisfactory to both parties, executed by each third party to any contract listed on Schedule 1.4 confirming that to such party's knowledge there is no defense, counterclaim or asserted set off by such party under the contract, and that Seller and such party are each in compliance with the requirements of the contract, and to the extent such party's consent is required to an assignment of the contract to AQUA, such consent;

(v) keys or other access to any and all buildings and gates;

and simultaneously with such delivery, all such steps shall be taken as may be required to put AQUA in actual possession and operating control of the Assets.

(b) Seller shall deliver to AQUA, the agreements, opinions, certificates and other documents and instruments referred to in Section 5 hereof.

(c) Seller shall remit to AQUA any payments of funds received thereby with respect to any Seller invoiced amount or customer water usage subsequent to the Closing Date except for any invoice or billing for periods that were billed in advance, AQUA shall only be entitled to a pro-rata portion of payments or funds received attributable to periods subsequent to Closing. Such payments to be made on a monthly basis for any such receipts received in the prior month. Nothing herein shall require Seller to collect or take any affirmative actions to collect any funds or payments due to AQUA.

(d) AQUA will remit to Seller any payments or funds received thereby with respect to any Seller invoiced amount or customer water usage that preceded the Closing Date except that for any invoiced amount or usage for periods that were billed in advance, Seller shall only be entitled to pro-rata portion of payments or funds received attributable to periods prior to Closing. Such payments to be made on a monthly basis for any such receipts received in the prior month. Nothing herein shall require AQUA to collect or take any affirmative actions to collect any funds or payments due to Seller.

(e) AQUA shall pay Seller, in then currently available funds, the Purchase Price.

2.2 Transfer Taxes on Real Property and Proration of Real Estate Taxes

(a) Any transfer taxes imposed on the conveyance or transfer of any real property pursuant to this Agreement shall be paid one half each by Seller and AQUA.

(b) All real property taxes and assessments (including penalties thereon) which are delinquent shall be paid at Closing out of funds due Seller. Any non-delinquent real estate taxes and assessments shall be prorated as of the Closing Date, on an accrual basis based on, if not yet fully determined as of the Closing, the most recently available tax bill giving effect to applicable exemptions, recently voted millage, change in valuation and other factors affecting such taxes and assessments.

2.3 Transfer of Utilities

Seller and AQUA will cooperate to transfer utility service, including telephone, electric and gas service providing such service to any of the Assets as of the Closing Date. In the event service cannot be transferred in the name of AQUA as of the Closing Date, the bills shall be pro-rated as of the Closing Date, and AQUA shall retain from the Purchase Price a mutually agreed upon estimate of the amount of such bills not yet paid by Seller.

2.4 Remedy

Seller acknowledges that the Assets are unique and not otherwise available and agrees that, in addition to any other available remedy, AQUA may seek any equitable remedy to enforce performance hereunder, including, without limitation, the remedy of specific performance.

2.5 Further Assurances

Each party, from time to time after the Closing, at the other party's request, and without compensation, will execute, acknowledge and deliver to the other party such other instruments of sale, conveyance, assignment and transfer and will take such other reasonable actions and execute and deliver such other documents, certifications and further assurances as may reasonably be required in order to complete the transaction contemplated herein in accordance with the terms hereof. Each of the parties hereto, without compensation, will cooperate with the other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence and confirm the purposes of this Agreement.

3. CONDUCT OF PARTIES PENDING CLOSING

3.1 Seller agrees that, with respect to the Assets, pending the Closing and except as otherwise agreed to in writing by AQUA:

(a) The business of Seller shall be conducted solely in the ordinary course consistent with

past practice.

(b) Seller shall continue to maintain and service the tangible Assets in the ordinary course of its business. To verify that the Assets are in good and working order at the time of transfer, Buyer shall, in addition to any due diligence rights herein, have the right to inspect the tangible Assets during the week prior to Closing.

(c) Seller will use commercially reasonable efforts to maintain its relations and goodwill with its suppliers, customers and any others having business relations with it.

(d) Seller shall comply with all laws, ordinances, rules, regulations and orders applicable to it and to the conduct of its business.

(e) Seller will promptly advise AQUA in writing if it learns of any event between the date hereof and Closing which could render any representation or warranty under the Agreement, if restated and republished as of Closing, untrue or incorrect in any material respect.

(f) Seller will promptly advise AQUA in writing after Seller receives knowledge of the threat or commencement of any dispute, claim, action, suit, proceeding, arbitration or investigation against or involving the Assets or the sale and transfer thereof to AQUA, or of the occurrence of any event (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the business, operations, properties, assets, prospects or condition (financial or otherwise) of Seller.

(g) Seller will use commercially reasonable efforts to conduct its business in such a manner that at the Closing the representations and warranties of Seller contained in this Agreement shall be true as though such representations and warranties were made on and as of such date. Furthermore, Seller will use commercially reasonable efforts to cause all of the conditions to this Agreement imposed upon Seller to be satisfied on or prior to the Closing Date.

(h) Seller will not take any action which would result in a material breach of any of the representations and warranties of Seller hereunder.

(i) Seller will provide AQUA with such financial and other reports of its business as AQUA may reasonably request.

(j) Upon receipt of at least one business day's prior notice Seller will give to AQUA, its officers, employees, accountants, counsel and other mutually agreed upon representatives reasonable access to and the right to inspect, during normal business hours, all of the premises, properties, assets, records, contracts and other documents in Seller's possession relating to its business and operations, and shall permit them to consult with the officers, employees, accountants, counsel and agents of Seller for the purpose of making such investigation of the business and operations of Seller as AQUA shall reasonably desire to make, provided that such investigation shall not unreasonably interfere with the business or operations of Seller.

(k) Unless this Agreement is terminated for any reason, Seller shall notify and consult with AQUA prior to the initiation, development or execution of any plans for expansion of or improvements to the Assets or the Water System.

(l) Seller will reasonably cooperate with AQUA in sending any customer notices that in AQUA's judgment are necessary in connection with the transactions contemplated herein and to comply with applicable law and regulation.

(m) AQUA will use commercially reasonable efforts to cause all of the conditions to this Agreement imposed upon AQUA hereunder to be satisfied on or prior to the Closing Date.

4. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

All obligations of Seller under this Agreement are subject to the fulfillment or satisfaction, or waiver by Seller, prior to or at the Closing, of each of the following conditions precedent:

4.1 Closing Certificate; Performance by AQUA

AQUA shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Seller shall have been furnished with a certificate or certificates of AQUA dated the Closing Date, signed by an officer of AQUA, certifying, in such detail as Seller may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties made by AQUA in this Agreement are true and correct as of Closing, except such as have been rendered incorrect because of events which occurred after the date hereof, as disclosed in writing by AQUA to Seller within a reasonable time after the event occurred.

4.2 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or in the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

4.3 AQUA Authorizations

AQUA shall have furnished Seller with certified copies of all proceedings of AQUA, including a signed and certified copy of the appropriate document(s) authorizing the transactions hereby contemplated.

4.4 Governmental Approvals

All governmental authorizations needed for the transfer of the Assets, including, but not limited to, adoption and approval of an Order from the Ohio Public Utilities Commission, authorizing: (a) the transfer of the Assets as contemplated by this Agreement; (b) AQUA to provide water service to the residents in the Service Area; and (c) Seller to abandon such Service Area (if applicable). Such governmental authorizations, orders, authorizations and approvals by the Ohio Public Utilities Commission shall be in form and substance that is reasonably satisfactory to Seller.

4.5 Simultaneous Closings

In conjunction with and simultaneous with the Closing of the System hereunder, each of the transactions referenced in Section 5.9 below shall have occurred or will occur on the Closing Date, each of which shall be considered a condition of Closing hereunder.

5. CONDITIONS PRECEDENT TO AQUA'S OBLIGATIONS

All obligations of AQUA under this Agreement are subject to the fulfillment or satisfaction, or waiver by AQUA, prior to or at the Closing, of each of the following conditions precedent:

5.1 Satisfaction with Operational and Real Estate Title Issues

AQUA shall be satisfied, seven (7) business days prior to Closing with the results of its due diligence inspections of the overall operational functionality of the Assets that AQUA may elect to perform, and at Closing that there has been no material deterioration therein between any completed due diligence and Closing. Additionally, prior to Closing, AQUA shall be satisfied with its review of the real estate and the quality of title to be conveyed to AQUA from Seller and such real estate to be conveyed pursuant to section 5.9.

a. The parties shall execute a mutually agreeable easement allowing for AQUA to maintain an appropriate sanitary control radius on the property described in this provision. Wells Number 1, 2, 5 and their attendant sanitary control easement areas are currently situated on land owned by Seller ("Wells Parcel"). Portions of such land include areas at the foot of and under an existing dam, the remaining portions of which dam are located on property owned by a third party. Prior to Closing, the Wells Parcel shall be surveyed and any portions underlying or at the foot of the dam shall be excluded from transfer in fee to AQUA, except that the parties shall execute a mutually agreeable easement allowing for AQUA to maintain an appropriate sanitary control radius on any such excluded portion of the Wells Parcel.

b. AQUA, at its expense, shall cause to have performed a survey of the land owned by the System and to be transferred by Seller hereunder. Upon completion and approval thereof by Seller, such survey shall be attached hereto and incorporated herein as an asset to be transferred pursuant to Section 1 by a duly executed and acknowledged limited warranty deed.

c. In connection with AQUA's due diligence and inspection rights hereunder, AQUA shall promptly return the Assets to substantially the same condition they were in prior to AQUA's or any of AQUA's agents' or contractors' entry thereon and conducting of any tests,

inspections, studies and evaluations thereof, and AQUA hereby further agrees to indemnify and hold Seller harmless from any and all claims, actions and other liabilities of any nature, including but not limited to reasonable attorney's fees and court costs, which may arise out of AQUA's or its agents' or contractors' actions or omissions on any of the property or in connection with any of the Assets to be conveyed hereunder.

d. AQUA hereby agrees that if AQUA should exercise its right not to purchase the Property as a result of the failure of any condition or contingency set forth herein, then at Seller's request AQUA will provide Seller with a copy of any test results, inspection reports, surveys or site assessments obtained by AQUA hereunder. AQUA further agrees that AQUA shall not disclose or communicate to any third party, any of the information obtained from Seller or otherwise obtained by AQUA hereunder regarding the Assets, the System or otherwise related to Seller's operation of its business, including but not limited to any financial or other information obtained by AQUA from or about Seller hereunder, without first obtaining Seller's prior written consent, which may be withheld by Seller in its sole discretion, except if required by law, in which case Buyer shall advise Seller in advance of such disclosure so as to afford Seller an opportunity to attempt to prevent or limit the need to make such disclosure of Sellers information.

5.2 Closing Certificate; Performance by Seller

Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and AQUA shall have been furnished with a certificate or certificates of Seller dated the Closing Date, signed by the appropriate officials of Seller, certifying, in such detail as the parties may mutually agree, to the fulfillment of the foregoing conditions and that all representations and warranties are true and correct as of Closing, except as disclosed by Seller pursuant to Section 3.1(e), and the facts as contained in such disclosure(s) shall not result, as determined by AQUA in its reasonable judgment, in a material adverse change in the condition of the Assets or business and operations of Seller relating to the System.

5.3 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

5.4 Seller Authorizations

Seller shall have furnished AQUA with certified copies of all proceedings of Seller, including a signed and certified copy of the appropriate document(s) authorizing the transactions hereby contemplated, as AQUA reasonably shall require.

5.5 Opinion of Counsel

Counsel for Seller shall have delivered to AQUA at Closing an opinion of such counsel, in form and substance consistent with that identified as Schedule 5.5.

5.6 Governmental Approvals

AQUA shall have received all governmental authorizations needed for the transfer of the Assets, including, but not limited to, adoption and approval of an Order from Ohio Public Utilities Commission, authorizing: (a) the transfer of the Assets as contemplated by this Agreement; (b) AQUA to provide water service to the residents in the Service Area; and (c) Seller to abandon such Service Area (if applicable). Such governmental authorizations, orders, authorizations and approvals by the Ohio Public Utilities Commission shall be in form and substance satisfactory to AQUA in its sole discretion.

5.7 Material Damage / Change

The Assets shall not be, or be threatened to be, materially adversely affected by fire, explosion, earthquake, disaster, accident, cessation or interruption of utility or other services, flood, drought, lack of water supply, contamination of water supply, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy, or any other event or occurrence. In addition, all representations and warranties of Seller in this Agreement shall be such that they are and remain true and correct as of Closing and AQUA shall have been furnished with a certificate or certificates of Seller dated the Closing Date, signed by an officer of Seller, certifying, in such detail as AQUA may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties made by Seller in this Agreement are true and correct as of Closing except as disclosed by Seller pursuant to Section 3.1(e).

5.8 Satisfaction of AQUA

All actions, proceedings, resolutions, instruments and documents required to carry out this Agreement or incidental hereto and all other related matters shall have been approved on the Closing Date by AQUA in the exercise of its reasonable judgment.

5.9 Simultaneous Closings

In conjunction with and simultaneous with the Closing of the System hereunder, each of the following shall have occurred or will occur, each of which shall be considered a condition of Closing hereunder:

(a) William N. Robertson, Jon D. Robertson, James H. Robertson and AQUA shall have signed the Agreement of Transfer of Real Estate attached hereto as Schedule 5.9(a) and William N. Robertson, Jon D. Robertson, and James H. Robertson shall have transferred the real estate parcel described therein to AQUA. The parties understand and agree that such final Agreement of Transfer of Real Estate is subject to final survey and any required platting, such final survey or legal description to be mutually agreeable to the parties and such agreement shall transfer approximately Forty-Eight (48) total acres, at the price of Ten Thousand and 00/100 Dollars ($10,000.00) per acre, compromising the Parcels for Wells Six (6), Seven (7), Nine (9) and any appropriate sanitary control easement areas;

(b) Jon D. Robertson and AQUA shall have signed the Agreement of Transfer of Real Estate attached hereto as Schedule 5.9(b) and Jon D. Robertson shall have transferred the real estate parcel described therein to AQUA. The parties understand and agree that such final Agreement of Transfer of Real Estate is subject to final survey and any required platting, such final survey or legal description to be mutually agreeable to the parties and such agreement shall transfer approximately Five (5) total acres, at the price of Ten Thousand and 00/100 Dollars ($10,000.00) per acre, compromising the Parcels for Well Eight (8) and any appropriate sanitary control easement area;

(c) Mohawk Utilities and AQUA shall have signed the Asset Purchase Agreement attached hereto as Schedule 5.9(c) and the closing therein shall have or shall occur simultaneous with the Closing herein.

6. REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Seller hereby represents and warrants to AQUA as follows:

(a) Organization. Seller is duly organized, validly existing and in good standing under the laws of the State of Ohio.

(b) System Ownership. Except for the property to be transferred pursuant to the transactions referenced in Sections 5.9 (a) and (b), to the best of Seller's knowledge, Seller holds the right, title and interest to the Assets and facilities comprising the System that are adequate to permit Seller to operate the same.

(c) Current Operations. Except for the transactions referenced in Sections 5.9 (a), to the best of Seller's knowledge, Seller has all requisite power and authority and all agreements, contracts, commitments, leases, certificates, licenses, permits, regulatory authorizations and other instruments required to conduct the business of the System as it has been and is now being conducted and to own and operate the System.

(d) Legal Authority. Subject to the issuance of all necessary governmental and regulatory approvals, Seller has the full power and lawful authority to transfer to AQUA all of its rights, title and interest in and to the System.

(e) Due Authorization; Valid and Binding. Seller has the full power and lawful authority to execute and deliver this Agreement and all related agreements and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement and all related documents and agreements by all necessary proceedings. This Agreement and all related agreements constitute the valid and binding obligation of Seller.

(f) No Approvals or Violations. Subject to the issuance of all necessary governmental and regulatory approvals, and to the consent of any third party contractors that are parties to any of the surviving contracts listed on Schedule 1.4, this Agreement does not require any further approvals of any other party, to the best of Seller's knowledge does

not violate any law, ordinance or regulation, does not conflict with any order or decree, and does not conflict with or result in a breach of any contract, lease or permit to which Seller is a party.

(g) Party to Decree. Seller is not party to, or to Seller's knowledge subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the System or the Assets.

(h) Defeasance. As of the Closing, (if applicable) the Seller's bonds, (hereinafter referred to as the "Bonds"), if any, will be defeased, and any and all liens and encumbrances on the Assets will have been removed. The Defeasance will be done in a proper and lawful manner.

(i) List of Assets. To the best of Seller's knowledge Schedule 1.1 contains a true and complete list of the Assets.

(j) Customer Records. To the best of Seller's knowledge the data contained in the customer records provided to AQUA is true and accurate.

6.2 Except as set forth on Schedule 6.2, Seller hereby represents and warrants to AQUA as follows:

(a) Title of Assets. To the best of Seller's knowledge, except for any mortgages or liens that are to be satisfied prior to or with the use of proceeds to be provided by AQUA at Closing, Seller has good and marketable title to the Assets, free and clear of all liens, encumbrances and security interests, but subject to such easements, rights of way, leases, restrictions and other matters and encumbrances appearing on record in the Carroll County, Ohio Real Estate Records.

(b) Undisclosed Liabilities. To the best of Seller's knowledge, except for any mortgages or liens that are to be satisfied prior to or with the use of proceeds to be provided by AQUA at Closing, there are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Assets. For purposes of this Agreement, the term liabilities shall include, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility either accrued, absolute, contingent or otherwise.

(c) No Other Parties. Except for the property to be transferred pursuant to the transactions referenced in Sections 5.9 (a), to the best of Seller's knowledge, no person other than Seller owns or has any interest in any equipment or other tangible assets or properties currently utilized or necessary to the operations or business of the Seller's Assets, excluding such equipment or tangible items that are owned by Seller's customers or contractors that are necessary for and are used in the operation of the System.

(d) Adequacy of Rights. To the best of Seller's knowledge all agreements, contracts, commitments, leases, certificates, permits and other instruments related to the Assets to which Seller is a party and which are included on Schedule 1.4 are valid and

enforceable in accordance with their terms, are in good standing, and the parties thereto are in compliance with the provisions thereof. To the best of Seller's knowledge, no party to such an agreement is in default in the performance, observance or fulfillment of any material obligation, covenant or condition contained therein, and no event has occurred, which with or without the giving of notice or lapse of time, or both, would constitute a default thereunder.

(e) Adequacy of Property Rights. To the best of Seller's knowledge, all leases, licenses, rights of way, and easements related in any manner to the assets and properties comprising the Seller's Assets and all other instruments, documents and agreements pursuant to which Seller has obtained the right to use any real property in connection with the Assets are in good standing, valid and effective in accordance with their respective terms, and to the best of Seller's knowledge with respect thereto, there is no existing default or event which could constitute a default. To the best of Seller's knowledge, Seller possesses all property rights necessary to operate the Assets.

(f) Rights to Facilities. Subject to the completion of the transactions referenced in Sections 5.9 (a), to the best of Seller's knowledge Seller has good and valid rights to occupy and to obtain access to the areas where the distribution lines and other facilities of the Assets are located.

(g) Pending Litigation. There are no pending claims, or actions or to the best of Seller's knowledge there are no, investigations or legal or administrative proceedings regarding the Assets or Seller's ability to transfer the Assets.

(h) Threatened Litigation. To the best of Seller's knowledge, there are no threatened claims, actions, investigations or legal or administrative proceedings regarding the Assets or Seller's ability to transfer the Assets, nor does Seller know of any basis for any such claim, action or proceeding.

(i) Contract for Refunds. Seller is not a party to any contract for future payment of refunds under any extension agreement, customer deposit agreement or similar agreement with respect to the Assets.

(j) Contract with Suppliers, Vendors and Contractors. Seller is not a party to any contract for the purchase of, or payment for supplies, equipment or for services related to the System which will not be satisfied prior to Closing (construction, renewal and replacement and other projects) and the supplier contracts shall be satisfied up to Closing by the Seller within sixty (60) days after Closing as an obligation of the Seller. AQUA is responsible for all suppliers, vendors and/or contractors obligations entered into after the time of Closing and/or arising under any surviving contracts assumed by AQUA as listed on Schedule 1.4 hereunder.

(l) No Material Change. Within the past 12 months , Seller has not received any notice of revocation or limitation upon any governmental permit or authorization in connection with the operation of the Utility System.

(m) No Material Adverse Conditions. To the best of Seller's knowledge there are no conditions or developments existing or, to the knowledge of Seller, threatened which would have a material adverse effect on the Assets.

(n) Compliance with Law. Within the last 12 months, Seller has not received any notice of and to the best of Seller's knowledge is not in material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject and to the best of Seller's knowledge, Seller has not failed to obtain, or to adhere to the requirements of, any certificate, license, permit or other governmental authorization necessary to the ownership of its assets and properties or to the conduct of its business.

6.3 Except as set forth in Schedule 6.3 and except the present use of asbestos cement pipe that is a part of the water distribution system and a part of the Assets hereunder, Seller hereby represents and warrants to and with AQUA as follows with respect to compliance with environmental laws:

(a) Compliance with Law. Within the last 12 months, Seller has not received any written notice or to Seller's knowledge any other notice that Seller or the System has violated any Environmental Laws (as hereinafter defined).

(b) Adequacy of Permits. To the best of Seller's knowledge, Seller has obtained and continues to possess all permits, licenses, approvals or other authorizations which are required under the Environmental Laws, and Seller has filed such timely and complete renewal applications as may be required prior to the Closing Date, and also has complied with all reporting and record keeping requirements under the Environmental Laws.

(c) Environmental Conditions. To the best of Seller's knowledge, there are no past or present events, conditions, circumstances, activities, practices, incidents, actions or plans pertaining or relating to the Assets which may impede or prevent continued compliance with the Environmental Laws or which may give rise to any civil or criminal liability under the Environmental Laws.

(d) Compliance with Decrees. Within the last 12 months, Seller has not received any written notice or to Seller's knowledge any other notice that Seller has violated any applicable orders, decrees, judgments and notices issued against the Seller under or in connection with the Environmental Laws.

As used in this Agreement, the following terms shall have the following meaning:

The term "Environmental Laws" shall include all federal, state and, local environmental laws and regulations, including, without limitation, the Clean Water Act ("CWA"), also known as the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. § 1251 et seq., the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), 7 U.S.C. §§ 136 et. seq., the Safe Drinking Water Act ("SDWA"), 42 U.S.C. §§ 300 (f) et seq., the Surface Mining Control and Reclamation Act ("SMCRA"), 30 U.S.C. §§ 1201 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42

U.S.C. § 9601 et seq., the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), Public Law 99-499, 100 Stat., 1613, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901, the Atomic Energy Act ("AEA"), Act of August 30, 1954, Ch. 1073,68 Stat. 919 (codified as amended in scattered sections of 5 U.S.C. and 42 U.S.C.). Any reference to a legislative act or regulation shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments, opinions directives or notices issued thereunder.

The term "Environmental Condition" shall mean any condition or circumstance related to the Assets, whether created by Seller or any other party, which (1) required or requires abatement or correction under an Environmental Law, or (2) has given or may give rise to any civil or criminal liability under an Environmental Law, or (3) has created or may create a public or private nuisance, including the presence of asbestos, PCB's, hazardous substances, petroleum products, radioactive waste or radon, on, in or about the Assets.

6.4 Seller hereby represents and warrants to AQUA as follows with respect to fire service:

(a) Agreements with Customers. Seller has not entered into an agreement to provide fire service to any customer;

(b) Representations about Fire Service. To the best of Seller's knowledge, Seller has not made a written representation to any customer or other person, business or governmental agency that the system is capable of providing flows to fight any fire.

6.5 No Misleading Statements

To the best of Seller's knowledge no representation or warranty by Seller in this Agreement or in any document delivered or to be delivered pursuant hereto or in connection herewith, and no statement, document, agreement, information or certificate made or furnished or to be made or furnished by Seller to AQUA pursuant hereto or in connection with the negotiation, execution or performance of this Agreement, now and as of the Closing Date, contain any untrue statement of a material fact.

6.6 Seller's Knowledge

As used in this Agreement, the reference to "the best of Seller's knowledge" refers to the actual knowledge of Jon Robertson, as such knowledge was obtained in the ordinary course of his management of Seller's operations.

6.7 Documents Produced

Seller will deliver at closing to AQUA true and complete copies of the agreements, contracts, commitments, leases, certificates, permits and other instruments, documents and undertakings as required in this Agreement.

6.8 Disclaimer of Implied Warranties

Except for the warranties expressly set forth above in writing, Seller makes no other representations or warranties with respect to Seller, the System or the Assets, and all Implied warranties, including but not limited to the implied warranties of merchantability, and fitness for any particular purpose are hereby disclaimed. In addition, AQUA acknowledges and agrees that other than the warranties expressly contained herein, Seller has not made any representation or warranty regarding the condition of any of the Assets at the time of the execution hereof and as of the Closing Date. AQUA agrees and acknowledges that it shall have the sole obligation of conducting such inspections, assessments and evaluations of the Assets prior to Closing, other than the express representations and warranties expressly provided herein by Seller. AQUA shall accept the Assets and Seller's right title and interest therein in the Assets' then **AS IS AND WHERE IS CONDITION**.

6.9 Real Estate and Schedule Updates.

At any time up to the tenth Business Day prior to the Closing, the Seller may (but shall not have the obligation to) deliver a written update to any of their Disclosure Schedules (the "Disclosure Schedule Supplement") and, subject to the proviso at the end of this sentence, such Disclosure Schedule Supplement shall amend and supplement the Disclosure Schedules such that the information contained in the Disclosure Schedule Supplement shall be deemed included in the Disclosure Schedules for all purposes hereunder, including with respect to the satisfaction of the conditions to Closing contained herein. Notwithstanding the foregoing, if a party objects to a Disclosure Schedule Supplement, the sole remedy shall be to immediately terminate this Agreement.

7. REPRESENTATIONS AND WARRANTIES OF AQUA

7.1 AQUA hereby represents and warrants to Seller as follows:

(a) Organization. AQUA is a corporation duly organized and validly existing and in good standing under the laws of the State of Ohio.

(b) Due Authorization; Valid and Binding. AQUA has the full power and lawful authority to execute this Agreement and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement by all necessary proceedings. This Agreement constitutes the valid and binding obligations of AQUA.

(c) Financial Wherewithal. AQUA has the financial wherewithal to complete the purchase of the Assets as contemplated hereunder and upon completion of Closing, to operate and manage the Assets at, or exceeding, the level of service provided by the Seller prior to Closing.

(d) No Approvals or Violations. To the best of AQUA's actual knowledge, subject to the issuance of all necessary governmental and regulatory approvals, this Agreement does not require any further approvals of any other party, does not violate any law, ordinance or regulation, does not conflict with any order or decree and does not conflict with or result in a breach of any contract, lease or permit to which AQUA is a party.

(e) Party to Decree. AQUA is not party to, or to AQUA's knowledge subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the operation of a water and/or a waste water utility system or otherwise would have an adverse impact upon its ability to close the transaction contemplated herein and continue the operation of the System for retail water distribution to Seller's customers.

(f) Pending Litigation. There are no pending claims, and to the best of AQUA's knowledge there are no actions, investigations or legal or administrative proceedings regarding the operation of AQUA's business that would have an adverse affect upon its ability to close the transaction contemplated herein and continue the operation of the System for retail water distribution to Seller's customers.

(g) Threatened Litigation. To the best of AQUA's knowledge, there are no threatened claims, actions, investigations or legal or administrative proceedings against AQUA that could have an adverse impact upon AQUA's ability to close the transaction contemplated herein and continue the operation of the System for retail water distribution to Seller's customers.

(h) Compliance with Law. AQUA has not received any notice of a material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject which would prevent AQUA from performing its obligations under this Agreement.

(i) Compliance with Law. AQUA has not received any written notice that AQUA or any of its operations has violated any Environmental Laws to the extent that such violation would prevent AQUA from performing its obligations under this Agreement.

(k) As used in this Agreement, the reference to "the best of AQUA's knowledge refers to the actual knowledge of Edmund "Ed" P Kolodziej, President of AQUA, as the knowledge that each such person would have reasonably obtained in the ordinary course of managing Buyer's operations.

8. INDEMNIFICATION

8.1 Indemnification of Seller

From and after the Closing, AQUA will reimburse, indemnify and hold Seller and its officers and employees harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of third party claims related to:

(a) the provision of water service by AQUA for the period following Closing;

(b) issues of regulatory compliance and claims by third parties for events that occur following the date of Closing;

(c) the failure of AQUA to perform any of its covenants hereunder;

(d) the negligent or willful misconduct of AQUA or any of its officers, employees, agents, and/or contractors;

(e) any third party claims arising out of a misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of AQUA under this Agreement, or from any misrepresentation in, or omission from, any Schedule or information furnished to Seller pursuant to this Agreement; and

(f) the enforcement of this Section 8.

8.2 Indemnification of AQUA

From and after the Closing, Seller will reimburse, indemnify and hold AQUA and its affiliates, and their officers, directors and employees, harmless, up to the limit of Two Million Dollars ($2,000,000.00), from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

(a) any third party claims relating to liabilities or obligations of Seller under pre-existing contract entered into by Seller, except for those liabilities and obligations of Seller which AQUA specifically assumes pursuant to Section 1.4 of this Agreement or that otherwise may be caused by or attributable to any act or omission of AQUA or AQUA's entry upon any of the property or access to any of the Assets prior to or after Closing;

(b) any third party claims arising out of a misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of Seller under this Agreement, or from any misrepresentation in, or omission from, any Schedule or information furnished to AQUA pursuant to this Agreement or in connection with the negotiation, execution or performance of this Agreement;

(c) any third party claims alleging or based on negligence or willful misconduct of Seller in the provision of water service by Seller for the period prior to the date of Closing;

(d) issues of regulatory compliance and claims by third parties for injuries that occurred prior to Closing;

(e) Seller's tax liability; and/or

(f) the enforcement of this Section 8.

8.3 General

(a) Each party shall provide the other party with reasonable notice of any claims arising under this Section 8. The indemnification rights of the parties under this Section 8 are independent of and in addition to such rights and remedies as the parties may have at law or in equity or otherwise for any misrepresentation, breach of warranty, or failure to fulfill any agreement or covenant hereunder.

(b) Nothing herein shall be construed to limit or diminish any rights of the parties in any action pursuant to this agreement whether based in contract or otherwise, except as to claims for indemnification of third party claims.

9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and agreements made by the parties in this Agreement or in any agreement, document, statement or certificate furnished hereunder or in connection with the negotiation, execution and performance of this Agreement shall survive the Closing for a period of 18 months.

10. LIABILITY

Except for any claim of the Buyer for fraud or intentional misrepresentation, the parties' liability for any claim for breach, misrepresentation or failure to fulfill any covenant brought under this Agreement shall not exceed the total Purchase Price, as defined in Section 1.3 of this Agreement. Under no circumstances shall either party be liable for any punitive or exemplary damages, lost profits or other similar items and under no circumstances shall damages be calculated based upon the use of a "multiplier" or similar method having a similar effect.

11. MISCELLANEOUS

11.1 Contents of Agreement; Parties in Interest; etc.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the parties hereto. Any and all previous agreements and understandings between or among any or all of the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

11.2 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and permitted assigns of Seller or AQUA.

11.3 Waiver

Any term or provision of this Agreement may be waived at any time by the party or parties entitled to the benefit thereof by a written instrument executed by such party or parties.

11.4 Notices

Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by telegram or by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to AQUA:

Edmund P Kolodziej, Jr.
President and Chief Operating Officer
6650 South Avenue
Boardman OH 44512

If to Seller:

Jon Robertson
President of Tomahawk Utilities, Inc.
7326 Canton Road, NW
Malvern, Ohio 44644

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered, telegraphed or mailed.

11.5 Law to Govern

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without giving effect to any conflicts of laws provisions.

11.6 No Benefit to Others

The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and their legal representatives, successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

11.7 Headings, Gender, etc.

All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

11.8 Exhibits and Schedules

All Exhibits, Attachments and Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

11.10 Severability

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the involved or unenforceable provision causes this Agreement to fail of its essential purpose.

11.11 Counterparts

This Agreement may be executed in any number of counterparts and any signatory hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all signatories. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. A facsimile or electronic signature shall be considered an original signature.

11.12 Agreement Drafted by Both Parties

This Agreement shall be deemed to have been drafted by all parties and in the event of any ambiguity, the wording of the agreement shall not be construed against any particular party as the drafter via the doctrine of *contra proferentem*.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly executed this Agreement on the date first written.

SELLER: Tomahawk Utilities, Inc.

Jon D. Robertson

By: Jon D Robertson
Its: President

AQUA OHIO, Inc.

Edmund P Kolodziej, Jr.

By:_____
Its: President

11.10 Severability

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the involved or unenforceable provision causes this Agreement to fail of its essential purpose.

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This Agreement may be executed in any number of counterparts and any signatory hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all signatories. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. A facsimile or electronic signature shall be considered an original signature.

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IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly executed this Agreement on the date first written.

SELLER: Tomahawk Utilities, Inc.

Jon D. Robertson

By: _____
Its: President

AQUA OHIO, Inc.

Edmund P Kolodziej, Jr.

By: _____
Its: President

LIST OF
SCHEDULES

SCHEDULES

Schedule 1.1	List of Assets
Schedule 1.2(e)	Excluded Assets
Schedule 1.4	Assumed Obligations of Seller
Schedule 5.5	Form of Opinion of Seller's Counsel
Schedule 5.9(a)	Form of Real Estate Transfer Agreement with William N. Robertson, Jon D. Robertson, James H. Robertson and AQUA
Schedule 5.9(b)	Form of Real Estate Transfer Agreement with Jon D. Robertson and AQUA
Schedule 5. 9(c)	Asset Purchase Agreement Mohawk Utilities and AQUA
Schedule 6.2	Exceptions to Seller's Representations and Warranties
Schedule 6.3	Exceptions to Seller's Environmental Representations and Warranties

Schedule 1.1

List of System Assets for Tomahawk Utilities, Inc.

I. PRODUCTION FACILITIES

A. All permitted and fully functioning wells along with associated pumping/electrical equipment, including
   1. Tomahawk: Wells 1 and 5

B. One Buildings and One Process Tank that represent treatment facilities, along with all associated piping, valves and electrical equipment, as follows:

   Treatment Plant: Building includes the following treatment/process train: aeration, chlorination, detention tank (12,366 gal total), two constant speed close-coupled end-suction pumps and two Hungerford and Terry anthracite and gravel pressure filters. Filters are 66-in dia (74.6 sq ft) with 60-in sidewall, backwash rate 15 gpm/sf. A single sendout meter is part of the filter piping within the building. Backwash and filter to waste water are discharged directly to the adjacent stream. According to the Utilities' Owners Ohio EPA has identified this as a potential or real violation, nor requested or required an NPDES permit. In 2008 the filter vessels were painted, gaskets and manways were replaced and the filter media was replaced.

II. DISTRIBUTION SYSTEM

A. All water mains, and related appurtenances, located within the public roadways, and any other roads, easements or rights-of-way that may extend from the public roads and other watermains.

B. A 100,000 gallon tripod elevated water tank (overflow 110-ft), constructed in 1975.

C. Valves, fittings, fire hydrants, and blowoffs (count to be provided during due diligence period).

D. All company service lines from the main to the curb or edge of road. Count to be provided during due diligence period.

E. All current utility inventory, regardless of where it is stored. For example, service line hardware, repair clamps, etc.

III. REAL ESTATE

D. All Real Estate owned by Tomahawk Utilities, Inc.,

E. Various easements and/or rights of way as required for the distribution system and appropriate well protection easement for the well protection easement for the well(s);

F. Parcels of land, either through transfer of title, easement or lease wherein the production facilities and elevated water tank are situated.

IV. MISCELLANEOUS

A. Billing records
B. Maps of the system (paper copies and electronic copies)
C. Valve, service line and hydrant cards
D. Permits, owner's manuals, contingency plans and operating procedures/records, and all related historic records.
E. All drawings and files related to Tomahawk Utilities currently stored at the utility office in Malvern, Ohio.
F. Any and all assets of the utility listed in the Book Asset Detail 1/01/13 - 12/31/13, as updated at the time of closing, and attached hereto.

6936 TOMAHAWK UTILITIES, INC.

Schedule 1.1
Book Asset Detail 1/01/13 - 12/31/13

07/01/2014 8:18 AM

FYE: 12/31/2013

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Dist Plant Main - 343													
5		ORIGIONAL PURCHASE	1/01/67	54,943.00	0.00		0.00	54,943.00	0.00	54,943.00	0.00	S/L	40.0
6		dup cost for 80 yrs depr	1/01/67	54,943.00	0.00		0.00	5,494.32	1,373.58	6,867.90	48,075.10	S/L	40.0
12		ADDITIONS	7/01/67	6,517.00	0.00		0.00	6,517.00	0.00	6,517.00	0.00	S/L	40.0
13		dup cost for 80 yr depr	7/01/67	6,516.00	0.00		0.00	651.60	162.90	814.50	5,701.50	S/L	40.0
43		ADDITIONS	7/01/76	4,286.00	0.00		0.00	3,963.10	107.15	4,070.25	215.75	S/L	40.0
44		1/2 COST FOR 80 YR DEPR	7/01/76	4,286.00	0.00		0.00	0.00	0.00	0.00	4,286.00	Memo	40.0
70		ADDITIONS	7/01/90	3,787.00	0.00		0.00	2,132.52	94.68	2,227.20	1,559.80	S/L	40.0
71		1/2 COST FOR 80 YRS DEPR	7/01/90	3,787.00	0.00		0.00	0.00	0.00	0.00	3,787.00	Memo	40.0
141		2011 Additions	11/11/11	495.71	0.00		0.00	8.66	7.63	16.29	479.42	S/L	65.0
		Dist Plant Main - 343		139,560.71	0.00	c	0.00	73,710.20	1,745.94	75,456.14	64,104.57		
Group: Dist Plant Reservoin 342													
4		ORIGIONAL PURCHASE	1/01/67	31,888.00	0.00		0.00	28,606.64	637.76	29,244.40	2,643.60	S/L	50.0
11		ADDITIONS	7/01/67	214.00	0.00		0.00	189.92	4.28	194.20	19.80	S/L	50.0
24		ADDITIONS	7/01/69	244.00	0.00		0.00	215.32	4.88	220.20	23.80	S/L	50.0
		Dist Plant Reservoin 342		32,346.00	0.00	c	0.00	29,011.88	646.92	29,658.80	2,687.20		
Group: Dist Plant Services - 345													
14		ORIGIONAL COST	7/01/67	2,978.00	0.00		0.00	2,978.00	0.00	2,978.00	0.00	S/L	40.0
15		1/2 COSR FOR 80 YRS DEPR	7/01/67	2,978.00	0.00		0.00	297.80	74.45	372.25	2,605.75	S/L	40.0
17		ADDITIONS	7/01/68	6,408.00	0.00		0.00	6,408.00	0.00	6,408.00	0.00	S/L	40.0
18		dup cost for 80 yrs depr	7/01/68	6,408.00	0.00		0.00	640.80	160.20	801.00	5,607.00	S/L	40.0
25		ADDITIONS	7/01/69	480.00	0.00		0.00	480.00	0.00	480.00	0.00	S/L	40.0
26		dup cost for 80 yrs depr	7/01/69	479.00	0.00		0.00	47.92	11.98	59.90	419.10	S/L	40.0
27		ADDITIONS	7/01/70	494.00	0.00		0.00	494.00	0.00	494.00	0.00	S/L	40.0
28		dup cost for 80 yrs depr	7/01/70	494.00	0.00		0.00	24.70	12.35	37.05	456.95	S/L	40.0
29		dup cost for 80 yrs depr	7/01/71	1,209.00	0.00		0.00	60.46	30.23	90.69	1,118.31	S/L	40.0
30		ADDITIONS	7/01/71	1,209.00	0.00		0.00	1,209.00	0.00	1,209.00	0.00	S/L	40.0
31		ADDITIONS	7/01/72	582.00	0.00		0.00	582.00	0.00	582.00	0.00	S/L	40.0
32		dup cost for 80 yrs depr	7/01/72	582.00	0.00		0.00	14.55	14.55	29.10	552.90	S/L	40.0
34		ADDITIONS	7/01/73	1,612.00	0.00		0.00	1,612.00	0.00	1,612.00	0.00	S/L	40.0
35		dup cost for 80 yrs depr	7/01/73	1,611.00	0.00		0.00	0.00	40.28	40.28	1,570.72	S/L	40.0
36		ADDITIONS	7/01/74	1,621.00	0.00		0.00	1,593.42	27.58	1,621.00	0.00	S/L	40.0

37	dup cost for 80 yrs depr	7/01/74	1,621.00	0.00	0.00	0.00	0.00	0.00	1,621.00	Memo	40.0
39	ADDITIONS	7/01/75	2,458.00	0.00	0.00	2,343.30	61.45	2,404.75	53.25	S/L	40.0
40	dup cost for 80 yrs depr	7/01/75	2,458.00	0.00	0.00	0.00	0.00	0.00	2,458.00	Memo	40.0
45	ADDITIONS	7/01/76	1,278.00	0.00	0.00	1,187.30	31.95	1,219.25	58.75	S/L	40.0
46	dup cost for 80 yrs depr	7/01/76	1,278.00	0.00	0.00	0.00	0.00	0.00	1,278.00	Memo	40.0
48	ADDITIONS	7/01/77	2,748.00	0.00	0.00	2,482.80	68.70	2,551.50	196.50	S/L	40.0
49	dup cost for 80 yrs depr	7/01/77	2,747.00	0.00	0.00	0.00	0.00	0.00	2,747.00	Memo	40.0
51	ADDITIONS	7/01/79	1,683.00	0.00	0.00	1,430.12	42.08	1,472.20	210.80	S/L	40.0
52	dup cost for 80 yrs depr	7/01/79	1,682.00	0.00	0.00	0.00	0.00	0.00	1,682.00	Memo	40.0
53	ADDITIONS	7/01/80	194.00	0.00	0.00	160.90	4.85	165.75	28.25	S/L	40.0
54	dup cost for 80 yrs depr	7/01/80	194.00	0.00	0.00	0.00	0.00	0.00	194.00	Memo	40.0
55	ADDITIONS	7/01/81	920.00	0.00	0.00	734.00	23.00	757.00	163.00	S/L	40.0
56	dup cost for 80 yrs depr	7/01/81	919.00	0.00	0.00	0.00	0.00	0.00	919.00	Memo	40.0
57	ADDITIONS	7/01/82	1,517.00	0.00	0.00	1,172.02	37.93	1,209.95	307.05	S/L	40.0
58	dup cost for 80 yrs depr	7/01/82	1,517.00	0.00	0.00	0.00	0.00	0.00	1,517.00	Memo	40.0
59	ADDITIONS	7/01/83	242.00	0.00	0.00	179.70	6.05	185.75	56.25	S/L	40.0
60	dup cost for 80 yrs depr	7/01/83	241.00	0.00	0.00	0.00	0.00	0.00	241.00	Memo	40.0
61	ADDITIONS	7/01/86	555.00	0.00	0.00	371.32	13.88	385.20	169.80	S/L	40.0
62	dup cost for 80 yrs depr	7/01/86	555.00	0.00	0.00	0.00	0.00	0.00	555.00	Memo	40.0
63	ADDITIONS	7/01/87	812.00	0.00	0.00	518.20	20.30	538.50	273.50	S/L	40.0
64	dup cost for 80 yrs depr	7/01/87	812.00	0.00	0.00	0.00	0.00	0.00	812.00	Memo	40.0
65	ADDITIONS	7/01/88	501.00	0.00	0.00	312.42	12.53	324.95	176.05	S/L	40.0
66	dup cost for 80 yrs depr	7/01/88	501.00	0.00	0.00	0.00	0.00	0.00	501.00	Memo	40.0
67	ADDITIONS	7/01/89	876.00	0.00	0.00	516.60	21.90	538.50	337.50	S/L	40.0
68	dup cost for 80 yrs depr	7/01/89	876.00	0.00	0.00	0.00	0.00	0.00	876.00	Memo	40.0
72	ADDITIONS	7/01/90	823.00	0.00	0.00	467.12	20.58	487.70	335.30	S/L	40.0
73	dup cost for 80 yrs depr	7/01/90	823.00	0.00	0.00	0.00	0.00	0.00	823.00	Memo	40.0
74	1991 ADDITIONS	11/22/91	716.00	0.00	0.00	377.60	17.90	395.50	320.50	S/L	40.0
75	dup cost for 80 yrs depr	11/22/91	715.00	0.00	0.00	0.00	0.00	0.00	715.00	Memo	40.0
76	1992 ADDITIONS	7/01/92	378.00	0.00	0.00	186.30	9.45	195.75	182.25	S/L	40.0
77	dup cost for 80 yrs depr	7/01/92	378.00	0.00	0.00	0.00	0.00	0.00	378.00	Memo	40.0
84	1993 ADDITIONS	7/01/93	596.00	0.00	0.00	290.60	14.90	305.50	290.50	S/L	40.0
85	1/2 cost for 80 yrs depr	7/01/93	596.00	0.00	0.00	0.00	0.00	0.00	596.00	Memo	40.0
86	Additions	7/01/94	765.00	0.00	0.00	353.82	19.13	372.95	392.05	S/L	40.0
87	1/2 cost for 80 yrs depr	7/01/94	765.00	0.00	0.00	0.00	0.00	0.00	765.00	Memo	40.0
89	Additions	7/01/95	795.00	0.00	0.00	348.32	19.88	368.20	426.80	S/L	40.0
90	1/2 cost for 80	7/01/95	795.00	0.00	0.00	0.00	0.00	0.00	795.00	Memo	40.0
93	Additions	7/01/96	1,950.00	0.00	0.00	1,073.00	65.00	1,138.00	812.00	S/L	30.0
94	dup cost for 60 yrs	7/01/96	1,950.00	0.00	0.00	0.00	0.00	0.00	1,950.00	Memo	30.0
96	1997 Additions	7/01/97	442.00	0.00	0.00	228.22	14.73	242.95	199.05	S/L	30.0
97	1/2 cost for 60 yr life	7/01/97	442.00	0.00	0.00	0.00	0.00	0.00	442.00	Memo	1.0
100	1998 Additions	7/01/98	900.00	0.00	0.00	435.00	30.00	465.00	435.00	S/L	30.0
101	1998 Additions	7/01/98	899.00	0.00	0.00	0.00	0.00	0.00	899.00	Memo	30.0
102	Additions for 1999	12/31/99	178.00	0.00	0.00	77.09	5.93	83.02	94.98	S/L	30.0
103	Additions for 1999	12/31/99	179.00	0.00	0.00	0.00	0.00	0.00	179.00	Memo	40.0

104	Additions for 2000	4/27/00	331.25	0.00	0.00	139.84	11.04	150.88	180.37	S/L	30.0
105	Additions for 2000	4/27/00	331.24	0.00	0.00	0.00	0.00	0.00	331.24	Memo	30.0
106	Additions for 2001	7/01/01	376.56	0.00	0.00	144.33	12.55	156.88	219.68	S/L	30.0
107	Additions for 2001	7/01/01	376.55	0.00	0.00	144.33	12.55	156.88	219.67	S/L	30.0
108	Additions for 2002	6/01/02	377.21	0.00	0.00	133.03	12.57	145.60	231.61	S/L	30.0
109	Additions for 2002	6/01/02	377.21	0.00	0.00	0.00	0.00	0.00	377.21	Memo	30.0
110	Additions for 2003	7/01/03	845.75	0.00	0.00	267.81	28.19	296.00	549.75	S/L	30.0
111	Additions for 2003	7/01/03	845.75	0.00	0.00	0.00	0.00	0.00	845.75	Memo	30.0
115	Additions for 2005	7/01/05	417.60	0.00	0.00	104.40	13.92	118.32	299.28	S/L	30.0
116	Additions for 2005	7/01/05	417.60	0.00	0.00	0.00	0.00	0.00	417.60	Memo	30.0
117	additions for 2006	7/01/06	659.22	0.00	0.00	142.81	21.97	164.78	494.44	S/L	30.0
118	Additions for 2006	7/01/06	659.22	0.00	0.00	0.00	0.00	0.00	659.22	Memo	0.0
119	Capitalized Labor (05 Rate Case)	1/01/04	4,903.00	0.00	0.00	1,144.01	163.43	1,307.44	3,595.56	S/L	30.0
120	Capitalized Labor (05 Rate Case)	1/01/04	4,903.00	0.00	0.00	0.00	0.00	0.00	4,903.00	Memo	0.0
123	Additions for 2007	6/30/07	693.00	0.00	0.00	131.67	27.72	159.39	533.61	S/L	25.0
124	Additions for 2007	6/30/07	693.00	0.00	0.00	0.00	0.00	0.00	693.00	Memo	0.0
126	2008 Additions	6/01/08	203.18	0.00	0.00	16.21	4.06	20.27	182.91	S/L	50.0
127	2008 Additions	6/01/08	203.17	0.00	0.00	0.00	0.00	0.00	203.17	Memo	0.0
131	2009 Additions	6/30/09	25.00	0.00	0.00	2.05	1.00	3.05	21.95	S/L	25.0
132	2009 Additions	6/30/09	25.00	0.00	0.00	0.00	0.00	0.00	25.00	Memo	0.0
135	2010 Additions	6/30/10	225.00	0.00	0.00	14.63	9.00	23.63	201.37	S/L	25.0
136	2010 Additions	6/30/10	225.00	0.00	0.00	0.00	0.00	0.00	225.00	Memo	0.0
139	2011 Additions	7/01/11	135.00	0.00	0.00	8.10	5.40	13.50	121.50	S/L	25.0
140	2011 Additions	7/01/11	135.00	0.00	0.00	0.00	0.00	0.00	135.00	Memo	0.0
145	2012 Additions	7/01/12	22.05	0.00	0.00	0.44	0.88	1.32	20.73	S/L	25.0
146	2012 Additions	7/01/12	22.04	0.00	0.00	0.00	0.00	0.00	22.04	Memo	0.0
147	2013 Additions	7/01/13	245.24	0.00 c	0.00	0.00	4.90	4.90	240.34	S/L	25.0
148	2013 Additions	7/01/13	245.24	0.00 c	0.00	0.00	4.50	4.50	240.74	S/L	25.0
	Dist Plant Services - 345		92,333.08	0.00 c	0.00	34,082.06	1,267.42	35,349.48	56,983.60		

Group: Furniture & Equipment 391

69	COMPUTER BILLING SOFTWARE	7/01/90	399.00	0.00	0.00	399.00	0.00	399.00	0.00	S/L	5.0
78	PHONES	7/01/93	67.00	0.00	0.00	67.00	0.00	67.00	0.00	S/L	5.0
79	FILE CABINETS	7/01/93	226.00	0.00	0.00	226.00	0.00	226.00	0.00	S/L	10.0
80	PRINTER I	7/01/93	150.00	0.00	0.00	150.00	0.00	150.00	0.00	S/L	5.0
81	COPIER	7/01/93	375.00	0.00	0.00	375.00	0.00	375.00	0.00	S/L	5.0
82	DESK	7/01/93	15.00	0.00	0.00	15.00	0.00	15.00	0.00	S/L	10.0
83	TYPEWRITER	7/01/93	42.00	0.00	0.00	42.00	0.00	42.00	0.00	S/L	10.0
88	UPS - 1/4 of cost	8/31/94	187.00	0.00	0.00	187.00	0.00	187.00	0.00	S/L	5.0
99	Share cost of 2 computers	4/23/98	1,125.00	0.00	0.00	1,125.00	0.00	1,125.00	0.00	S/L	5.0
114	Office Equipment Additions	7/01/05	259.49	0.00	0.00	259.49	0.00	259.49	0.00	S/L	5.0
122	Office Equipment	12/31/07	382.46	0.00	0.00	382.46	0.00	382.46	0.00	S/L	5.0
128	2008 Office Equipment	6/01/08	1,182.60	0.00	0.00	1,182.60	0.00	1,182.60	0.00	S/L	3.0
133	Office Equipment	6/30/09	1,087.12	0.00	0.00	760.97	217.42	978.39	108.73	S/L	5.0

137	2010 Additions	7/01/10	150.00	0.00	0.00	75.00	30.00	105.00	45.00	S/L	5.0
144	2012 Additions	7/01/12	170.06	0.00	0.00	17.01	34.01	51.02	119.04	S/L	5.0
		Furniture & Equipment 391	5,817.73	0.00 c	0.00	5,263.53	281.43	5,544.96	272.77		

Group: Gen plt-Tool & Equip -394

134	2009 Additions	6/30/09	289.99	0.00	0.00	203.00	58.00	261.00	28.99	S/L	5.0
		Gen plt-Tool & Equip -394	289.99	0.00 c	0.00	203.00	58.00	261.00	28.99		

Group: Hydrants 348

91	Hydrants	6/27/96	1,274.00	0.00	0.00	699.58	42.47	742.05	531.95	S/L	30.0
92	dup costs for 60 yrs	6/27/96	1,273.00	0.00	0.00	21.00	0.00	21.00	1,252.00	Memo	30.0
		Hydrants 348	2,547.00	0.00 c	0.00	720.58	42.47	763.05	1,783.95		

Group: Land 105,121,309,10,20,30

8	Organization costs	7/01/67	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00	Memo	1.0
19	Land Original Purchase	7/01/69	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	Memo	0.0
		Land 105,121,309,10,20,30	5,000.00	0.00 c	0.00	0.00	0.00	0.00	5,000.00		

Group: Pumping Plant & Equip 325

2	ORIGINAL PURCHASE	1/01/67	4,044.00	0.00	0.00	4,044.00	0.00	4,044.00	0.00	S/L	25.0
121	New pumps	12/31/07	1,642.00	0.00	0.00	303.77	41.05	344.82	1,297.18	S/L	40.0
125	2008 additions	6/01/08	249.50	0.00	0.00	42.00	6.24	48.24	201.26	S/L	40.0
129	2009 Additions	6/30/09	678.15	0.00	0.00	84.77	16.95	101.72	576.43	S/L	40.0
138	2011 Additions	12/27/11	1,081.36	0.00	0.00	27.03	27.03	54.06	1,027.30	S/L	40.0
142	2012 Additions	6/01/12	4,392.00	0.00	0.00	64.05	109.80	173.85	4,218.15	S/L	40.0
		Pumping Plant & Equip 325	12,087.01	0.00 c	0.00	4,565.62	201.07	4,766.69	7,320.32		

Group: Small Tools 121

50	ADDITIONS	7/01/78	500.00	0.00	0.00	500.00	0.00	500.00	0.00	S/L	10.0
		Small Tools 121	500.00	0.00 c	0.00	500.00	0.00	500.00	0.00		

Group: Treatment Structure 331

1	ORIGIONAL PURCHASE	1/01/67	871.00	0.00	0.00	871.00	0.00	871.00	0.00	S/L	33.0
16	ADDITIONS	7/01/68	1,672.00	0.00	0.00	1,672.00	0.00	1,672.00	0.00	S/L	33.0
23	ADDITIONS	7/01/69	1,945.00	0.00	0.00	1,945.00	0.00	1,945.00	0.00	S/L	33.0
98	New roof	12/11/97	750.00	0.00	0.00	343.22	22.73	365.95	384.05	S/L	33.0
		Treatment Structure 331	5,238.00	0.00 c	0.00	4,831.22	22.73	4,853.95	384.05		

Group: Water Treatment Equip 332

3	ORIGINAL PURCHASE	1/01/67	4,693.00	0.00		0.00	4,693.00	0.00	4,693.00	0.00	S/L	25.0
9	ADDITIONS	7/01/67	7,062.00	0.00		0.00	7,062.00	0.00	7,062.00	0.00	S/L	25.0
10	ADDITIONS	7/01/67	8,184.00	0.00		0.00	8,184.00	0.00	8,184.00	0.00	S/L	25.0
42	ADDITIONS	7/01/76	1,166.00	0.00		0.00	1,166.00	0.00	1,166.00	0.00	S/L	25.0
130	2009 Additions	6/30/09	800.59	0.00		0.00	100.06	20.01	120.07	680.52	S/L	40.0
143	2012 Additions	6/01/12	6,729.64	0.00		0.00	98.14	168.24	266.38	6,463.26	S/L	40.0
		Water Treatment Equip 332	28,635.23	0.00	c	0.00	21,303.20	188.25	21,491.45	7,143.78		

Group: Wells - Service 314

20	LAND-ORIG PURCH-HARRISON	7/01/69	19,860.00	0.00		0.00	19,860.00	0.00	19,860.00	0.00	S/L	25.0
21	WELLS	7/01/69	333.00	0.00		0.00	333.00	0.00	333.00	0.00	S/L	25.0
22	WELLS	7/01/69	25.00	0.00		0.00	25.00	0.00	25.00	0.00	S/L	25.0
33	WELLS	7/01/73	702.00	0.00		0.00	702.00	0.00	702.00	0.00	S/L	25.0
38	additions	7/01/75	3,906.00	0.00		0.00	3,906.00	0.00	3,906.00	0.00	S/L	25.0
41	ADDITIONS	7/01/76	2,190.00	0.00		0.00	2,190.00	0.00	2,190.00	0.00	S/L	25.0
47	ADDITIONS	7/01/77	210.00	0.00		0.00	210.00	0.00	210.00	0.00	S/L	25.0
		Wells - Service 314	27,226.00	0.00	c	0.00	27,226.00	0.00	27,226.00	0.00		
		Grand Total	351,580.75	0.00	c	0.00	201,417.29	4,454.23	205,871.52	145,709.23		

TOMAHAWK UTILITY INC. / AQUA OHIO, INC.

SCHEDULE 1.2(e) EXCLUDED ASSETS

There are no excluded assets for the sale of Tomahawk Utility Inc. to Aqua Ohio, Inc.

TOMAHAWK UTILITY INC. / AQUA OHIO, INC.

SCHEDULE 1.4 ASSUMED OBLIGATIONS OF SELLER

AQUA shall be obligated to honor the following agreements after Closing:

1. There are no obligations that AQUA must assume under this Agreement.

SCHEDULE 5.5

Todd S. Bundy
220 Market Avenue, S.
Suite 1000
Canton, Ohio 44702

Phone: 330.456.8341
Fax: 330.456.5756
tbundy@bmsa.com

Randolph L. Snow
Joel K. Dayton
Gust Callas
Bruce M. Soares
James P. Kamerer
Thomas W. Connors
C. Jason Deeds
Todd S. Bundy
Brian R. Mertes
Chrysanthe E. Vassiles
James M. Wherley, Jr.
Robert B. Preston, III
Robert J. Murphy
Daniel J. Schlue
James C. Scott
Larry B. Donovan
Patricia S. Kramer
Ryan A. Kuchmaner
Whitney L. Willits

Of Counsel:
Gene Barnhart
Anthony E. Efremoff
Robert I. Friedman
Victor R. Marsh
Charles J. Tyburski
Arnold R. Shifman
Daniel M. Jonas
Richard D. Dodez

October ___, 2014

Aqua Ohio, Inc.
6650 South Avenue
Boardman, OH 44512

Re: ***The Asset Purchase Agreement Dated as of the ___ day of October, 2014 by and between Tomahawk Utilities, Inc. an Ohio Corporation ("Seller") and Aqua Ohio, Inc., an Ohio corporation ("AQUA").***

Gentlemen:

We have acted as counsel to the Seller in conjunction with the Asset Purchase Agreement dated as of October ___, 2014 (the "Agreement") between Seller and AQUA. The Agreement provides for AQUA to acquire from the Seller the Seller's water systems assets used in the operation of the public water utilities system for the Lake Tomahawk Subdivision located in Columbiana County, State of Ohio (collectively herein called the "Assets").

We have examined the Agreement and certain resolutions of the Seller's board of directors. We have also examined certificates of good standing issued by the Ohio Secretary of State dated October ___, 2014.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

For purposes of the opinions expressed in this letter, we have assumed (a) the genuineness of all signatures; (b) the authenticity of all records, agreements, instruments and documents submitted to us as originals, and the conformity to originals of all records, agreements, instruments and documents submitted to us as copies or facsimiles; (c) that there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; and (d) that there are no agreements or understandings among the

parties that would define, supplement or qualify the terms of the Agreement, and the transactions contemplated therein.

As to any opinion expressed below relating to the good standing of the Sellers in Ohio, our opinion relies entirely on and is limited by the certificates issued by the Office of the Ohio Secretary of State as furnished to us.

Each opinion set forth below is further subject to the following general qualifications:

This opinion is limited solely to the internal substantive laws of the State of Ohio as applied by courts located in Ohio and the laws of the United States of America to the extent that the same may apply to or govern such transactions, and we express no opinion with respect to the laws of any other state, or the laws of any other jurisdiction. We express no opinion as to the statutes, administrative decisions, and rules and regulations of any county, municipal and specific political subdivisions including any concerning zoning, subdivision, land use, fire, building or life safety.

Insofar as an opinion relates to our knowledge, we relied solely upon the certificates furnished to us by the Seller and the Office of the Ohio Secretary of State with respect to the accuracy and completeness of the matters contained in such certificates and we have not independently verified or established the accuracy or completeness of such matters, but in the course of our representation of the Seller, nothing has come to the attention of those attorneys in our firm who have, as attorneys, devoted substantive attention to the transactions contemplated by the Agreement that makes such reliance unwarranted or that leads us to question the accuracy or completeness of the certificates.

Wherever our opinion herein with respect to the existence or absence of facts is qualified by the phrase "to our knowledge", "to the best of our knowledge" or similar language, such qualification is intended to indicate that during the course of our representation of the Seller, no information has come to our attention which would give us current, actual knowledge of the existence or absence of such facts. Except as specifically described herein, we have not undertaken any other investigation to determine the existence or absence of such facts, and no inference as to our knowledge of the existence or absence of such facts should be drawn from the fact of our representation of the Seller with respect to the transaction contemplated by the Agreement. In addition, in each place where the phrase "to our knowledge" or similar language appears, such reference is based upon (i) the certificates and documents expressly referred to herein; and (ii) the actual knowledge of the attorneys in this office, who have, as attorneys, devoted substantive attention to transactions contemplated by the Loan Documents.

No opinion is expressed with respect to the status of title to the Assets. We have assumed that as to matters of title, the Seller has good title to the Assets and that AQUA is relying upon valid lien searches and priority title searches, all performed by parties properly licensed, as applicable.

None of our opinions include any implied opinion unless such implied opinion is both (i) essential to the legal conclusion reached by the express opinions set forth above, and (ii) based upon prevailing norms and expectations among experienced lawyers in the State of Ohio, reasonable under the circumstances. Moreover, unless explicitly addressed in this opinion letter, the foregoing opinions do not address any of the following legal issues, and we specifically express no opinion with respect thereto: (i) Federal Securities laws and regulations, and State blue sky laws and regulations; (ii) Federal Reserve Board margin regulations; (iii) pension and employee benefit laws and regulations; (iv) Federal and State antitrust and unfair competition laws and regulations; (v) Federal and State laws and regulations concerning filing and notice requirements, other than requirements applicable to charter-related documents such as a certificate of merger (e.g., Hart-Scott-Rodino and Exon-Florio); (vi) Federal and State environmental laws and regulations; (vii) Federal patent, copyright and trademark, State trademark and other Federal and State intellectual property laws and regulations; (viii) Federal and State racketeering laws and regulations; (ix) Federal and State health and safety laws and regulations; and (x) Federal and State labor laws and regulations.

The opinions in this letter are given only as of this date, and are based on the law in effect as of this date. We have no obligation, and will not undertake to report to you or any third parties changes in facts or laws, statutes or jurisprudence which may occur or come to our attention after the date hereof.

We have assumed that the form of the Agreement executed and delivered at the closing shall be the same forms as have been provided to us. The opinions expressed herein are limited to the matters expressly set forth herein and no opinion is implied or may be inferred beyond the matters expressly stated herein.

The opinions rendered in this letter are limited to the extent of the review discussed in this letter and are based on the assumptions and are subject to the comments, conditions, exceptions, qualifications and limitations set forth herein. Based upon such further investigation of law as we have deemed necessary and in reliance on the foregoing, including certificates furnished to us, we are of the opinion, under existing Ohio law as follows:

(1) Seller is in good standing under the laws of the State of Ohio.

(2) To our knowledge, neither the execution nor delivery of the Agreement by Seller, nor consummation and performance of the transactions contemplated thereby results in a violation of any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumental, which is applicable to Seller.

(3) Seller has full power and authority to sell, convey, assign, transfer and deliver the Assets to AQUA as provided in the Agreement for all proceedings required to be taken by the Seller to carry out the Agreement, and to authorize the Seller to sell, convey, assign, transfer and deliver to AQUA the Assets pursuant to the Agreement have been or will be duly and properly taken.

(4) The Agreement has been duly executed and delivered by Seller and is the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms of the Agreement.

(5) The instruments delivered by Seller to transfer the Assets to AQUA have been duly authorized, executed and delivered and are legal, valid and binding in accordance with their terms.

The opinions expressed in this letter are rendered as of the date hereof and we express no opinions as to the circumstances or events that may occur subsequent to such date. This opinion is given solely for the purpose of complying with Seller's obligations under the Agreement. This opinion letter is furnished solely for the benefit of AQUA, in connection with the transaction described in the Agreement, and may not be relied upon without our prior written consent by any other person or party.

Very truly yours,

BLACK, MCCUSKEY, SOUERS & ARBAUGH

169104

SCHEDULE 5.9(a)

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered into as of this _____ day of _____ 2014 (the "Effective Date") by and between William N. Robertson, Jon D. Robertson, and James H. Robertson ("Sellers"), and Aqua Ohio, Inc., an Ohio corporation ("Buyer").

1. **Purchase and Sale**. Sellers agree to sell and convey to Buyer, and Buyer agrees to purchase and take from Sellers, certain property located in Carroll County, State of Ohio, together with all privileges, entitlements, easements, rights, appurtenances and improvements thereto, excluding and retaining unto Seller all right, title and interest in and to the oil and gas and all byproducts thereof, including but not limited to natural gas liquids on or underlying any Property, as defined below, and all working interests, royalty interests, overriding royalty interests, participation interests, and interests arising out of any lease, license, reservation, easement, right of way, consolidation, unitization or any other agreements related to the above oil and gas and all byproducts thereof such excluded and retained rights being hereinafter referred to as the "Seller Retained Interests"). However the Sellers' Retained Interests will not include (i) any water rights, and (ii) the right to use the surface of the Property, whether for use in conjunction with the retained mineral rights or otherwise, including but not limited to ingress, egress, drilling, exploration, use for shafts or any form of extraction, except for: (a) the right to enter upon the property for the purpose of conducting seismic testing, which may be performed to the extent that such activity does not damage or materially interfere with Buyer's use of the property for water production and distribution purposes, and (b) for any pre-existing rights arising out of or under existing leases, easements, rights of way or instruments of record that may affect the Property. The Property is generally shown on Exhibit A hereto and consists of approximately 48 acres. Such Property and the legal description thereof is pending final survey by Buyer and upon completion thereof and acceptance by both parties hereto, such survey and description shall constitute and be incorporated herein as the legal description of the Property.

2. **Purchase Price**. The purchase price for the Property shall be Ten Thousand Dollars ($10,000.00) per acre. The total price ("Purchase Price"), payable by Buyer at Closing, shall be determined by the survey and the per acre price described above, together with such other good and valuable consideration as may be required from Buyer hereunder.

3. **Contingencies.** Buyer's obligation to purchase the Property and Sellers' obligation to sell the Property are each subject to the satisfaction or waiver of the conditions and contingencies described herein (the Contingencies") within Sixty (60) days of the Effective Date (the "Contingency Period").

a. *Title.* Within Sixty (60) days of the Effective Date, Buyer shall obtain, at Buyer's expense, a commitment for an owner's policy of title insurance issued by a title insurance company selected by Buyer and approved by Seller (the "Title Company") with respect to the Property (the "Title Commitment"). The Title Commitment shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (i) those created by Buyer or which are to be satisfied at Closing; (ii) those specifically set forth in this Contract; (iii) zoning ordinances; (iv) legal highways; and (v) covenants, restrictions, conditions and easements of record which do not interfere with or restrict the use of the Property contemplated by Buyer in connection with the operation of a water utility business. If title to all or part of the Property is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted by this Contract, Buyer shall have the right to object to such conditions within thirty (30) days of Buyer's receipt of the Title Commitment. If Buyer so objects, Buyer will provide Sellers with written notice of such title objections, and upon receipt thereof , Sellers shall have the right, but not the obligation, to cure any such title objections or obtain title insurance covering the same. If Sellers fail or elect not to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor within the Contingency Period, Buyer shall have the option to terminate this Contract by delivering written notice thereof to Sellers. At Closing, Sellers shall sign an affidavit with respect to off-record liens affecting the Property as reasonably required by the Title Company. The issuance of a title insurance policy pursuant to the Title Commitment (the "Title Policy") is a condition precedent to the parties' obligation to proceed to Closing under this Agreement. The Title Policy shall be in a form reasonably acceptable to Buyer and in the amount of the Purchase Price, showing title to the Property vested of record in Buyer in fee simple, subject only to any matters approved or waived by Buyer, any matters shown on the Survey and not objected to by Buyer, the Sellers' Retained Interests and any other matters that Buyer has approved in writing.

b. *Survey.* Within Sixty (60) days of the Effective Date, Buyer will have the right to obtain, at Buyer's cost and expense, a survey of the Property, together with certification of the surveyor as may reasonably be required by Buyer (the "Survey"). The Survey shall satisfy, if required by Buyer, the most recent "Minimum Standard Requirements for

ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM, and shall meet the accuracy requirements of a Class A Survey as defined therein. If the Survey reveals any exceptions to title or any matters affecting the Property ("Survey Exceptions"), Buyer may notify Sellers in writing of such Survey Exceptions within twenty (20) days after Buyer's receipt of the last of the Title Commitment or Survey (the "Survey Notice"), whereupon Sellers shall have the right, but not the obligation to, cure any disapproved Survey Exceptions. If Seller fails to cure any Survey Exceptions referenced in the Survey Notice within the Contingency Period, Buyer shall have the option to terminate this Contract by delivering written notice thereof to Sellers.

c. *Environmental Conditions.* Buyer shall have the right, and Sellers shall provide Buyer access to the Property reasonably necessary, to obtain environmental reports regarding the soils, ground water, topography, geology and other conditions of the Property, ("Environmental Reports"). If Buyer has Phase One environmental testing performed on the Property, then Sellers shall contribute 50% of the cost of such Phase One environmental testing so long as Sellers' 50% contribution does not exceed $3,000 in the aggregate for testing associated with both the Property being sold under this Agreement and the property being sold under the Real Estate Purchase Agreement between Buyer and Jon D. Robertson. The organization to perform any Phase One environmental testing shall be mutually agreeable by the parties. If the Environmental Reports reveal any environmental matters adversely affecting the Property (the "Environmental Conditions"), Buyer may notify Seller in writing of such Environmental Conditions (the "Environmental Notice"). Upon receipt of an Environmental Notice, Sellers shall have the right, but not the obligation to, cure any disapproved Environmental Conditions. If the Environmental Condition is not cured to Buyer's reasonable satisfaction within the Contingency Period, Buyer shall have the right to terminate this Contract.

d. *Inspection.* Sellers shall cooperate in making the Property reasonably available for inspection by Buyer. If Buyer is not, in good faith, satisfied with the condition of the Property as disclosed by any inspection thereof, Buyer may deliver to Sellers a written request that the Sellers remedy any unsatisfactory conditions. Upon receipt of written notice of such unsatisfactory conditions, Sellers shall have the right, but not the obligation to, remedy such conditions. In the event that Buyer and Sellers do not reach agreement regarding remedying the unsatisfactory conditions prior to the expiration of the Contingency Period, then Buyer shall have the right to terminate this Contract.

e. *Easements*. Access Rights. Buyer and Sellers shall reasonably cooperate to secure any and all easements, rights of way, consents, amendments, variances, permits and or approvals from third parties as are necessary in order to permit Buyer to have ingress and egress to and full use and enjoyment of the Property in the manner and for the purposes contemplated by Buyer in connection with the operation of a water utility business.

f. *Representations.* (a) All of Sellers's and Buyer's representations and warranties hereunder shall remain true and correct; (b) no moratorium, statute, order, regulation, ordinance or judgment of any court or governmental agency shall have been enacted, adopted, issued or initiated that would materially and adversely affect the Property or Buyer's use thereof as contemplated herein; and (c) the parties shall have delivered all other documents and other deliveries listed in paragraph 5 hereof.

g. *Simultaneous Closings.* Simultaneous with the Closing herein, the closing of those certain Asset Purchase Agreements by and between Mohawk Utilities, Inc. and Buyer and Tomahawk Utilities, Inc. and Buyer shall have occurred.

h. *No Seller Liability.* Notwithstanding any other provision contained herein, if Sellers elect or are unable to cure any condition or objection raised by Buyer under this Section 3 and therefore a condition to closing set forth herein has not been satisfied, Sellers shall not be in breach or default under the terms hereof and the termination rights set forth above shall be Buyer's sole and exclusive rights in connection therewith.

i. *Buyer's Obligation to Repair, Restore and Indemnify.* In connection with Buyer's access and inspection rights hereunder, Buyer shall promptly return the Property to substantially the same condition it was in prior to Buyer's or any of Buyer's agents' or contractors' entry thereon and conducting of any tests, inspections, studies and evaluations thereof, and Buyer hereby further agrees to defend, indemnify and hold Sellers harmless from any and all claims, actions and other liabilities of any nature, including but not limited to reasonable attorney's fees and court costs, which may arise out of Buyer's or its agents' or contractors' actions or omissions on the Property.

j. *Disclosure of Test Results to Seller and Confidentiality.* Buyer hereby agrees that if Buyer should exercise its right not to purchase the Property as a result of the failure of any condition or contingency set forth herein, then at Sellers' request Buyer will provide Seller with a copy of any test results, inspection reports, surveys or site assessments obtained by Buyer hereunder. Buyer further agrees that Buyer shall not disclose or communicate to any third party, any of the information obtained from Seller or otherwise

obtained by Buyer hereunder regarding the condition of the Property, any improvements thereon, or regarding the use of the Property by Sellers, without first obtaining Sellers' prior written consent, which may be withheld by Sellers in their sole discretion except as may be required by law.

4. **Closing.** The closing of the purchase and sale of the Property (the "Closing") shall take place at the offices of Aqua Ohio, Inc. located at 6650 South Avenue, Boardman OH 44512, and the Closing shall commence at 12:00 P.M. local time, or at any other mutually agreed to location and time, on or before the date of Closing of those certain Asset Purchase Agreements by and between Mohawk Utilities, Inc. and Buyer, and Tomahawk Utilities, Inc. and Buyer. Possession of the Property shall be delivered at Closing.

5. **Deliveries.**

a. *Sellers's Deliveries at Closing.* At Closing, Seller shall deliver the following documents and materials, all of which shall be in form and substance reasonably acceptable to the parties:

i. a duly executed and acknowledged limited warranty deed (the "Deed"), which shall include a reservation or exclusion of the Sellers' Retained Interests. Such Deed shall be in the form that is attached hereto and made a part of this Agreement as Exhibit B;

ii. a certificate duly executed by Sellers stating that to the best of Sellers' knowledge as of the date of Closing all representations and warranties by Sellers set forth in this Contract remain true and correct;

iii. a certification duly executed by Sellers, certifying that Sellers are not a "foreign person", pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended ("Section 1445");

iv. a general instrument of transfer, pursuant to which Sellers shall convey and assign to Buyer all of Sellers' right, title and interest, if any, in and to all personal property and other rights of Seller relating to the Property ("General Instrument of Transfer")

v. such affidavits as the Title Company may reasonably require in order to omit from the Title Policy all exceptions for (1) parties in possession, (2) mechanic's liens; and

vi. a closing statement showing documents, closing costs and prorations, calculated in accordance with paragraph 6 hereof, in form and substance satisfactory to Buyer and Seller (the "Closing Statement").

b. *Buyer's Deliveries at Closing.* On the date of Closing, Buyer shall deliver the following:

i. the Purchase Price for the Property (plus any additional funds necessary to pay Buyers' share of closing costs and prorations, minus any credits granted to Buyer as set forth herein) in immediately available funds; and

ii. a signed Closing Statement; and

iii. such other documents or instruments that may be required by the Title Company in order to Close the transaction contemplated herein, all in a form that is mutually acceptable to the parties hereto.

6. **Closing Costs and Prorations.** At the Closing, closing costs shall be paid and prorations made as follows:

a. Except as otherwise expressly provided herein, Sellers shall pay at the Closing the costs of releasing any mortgage, financing statement, or other debt security, or any attachments, assessments, delinquent real estate taxes or mechanic's or materialmen's liens outstanding against the Property, one half of the transfer taxes and conveyance fees relating to the transfer of the Property contemplated hereunder.

b. The costs of the Title Policy and the costs of the Survey shall be paid in accordance with paragraph 3 of this Contract.

c. Buyer shall pay the costs of recording the Deed and any mortgage or financing instrument and any special endorsements to the Title Policy not required to cure a title objection or Survey Exception and one half of the transfer taxes and conveyance fees relating to the transfer of the Property contemplated hereunder.

d. *Taxes.* All real property taxes and assessments ("Taxes") (including penalties thereon) which are delinquent shall be paid at Closing out of funds due Seller. Any non-delinquent Taxes shall be prorated as of the date of Closing, on an accrual basis based on, if not yet fully determined as of the Closing, the most recently available tax bill giving effect to applicable exemptions, recently voted millage, change in valuation and other factors affected the Taxes.

7. **Damage or destruction of property.** Risk of loss to the real estate and appurtenances shall be borne by Sellers until Closing provided that if certain Property covered by this Contract

shall be substantially damaged or destroyed before this transaction is closed, Buyer may as its sole and exclusive right and remedy:

a. proceed with the transaction and be entitled to all insurance money, if any, payable to Sellers under all policies covering the Property, or

b. rescind the Contract and thereby release all parties from liability hereunder, by giving written notice to Sellers within ten (10) days after Buyer has written notice of such damage or destruction.

8. **Sellers' Representations and Warranties.** As a material inducement to the execution and delivery of this Contract by Buyer and the performance by Buyer of its duties and obligations hereunder, Seller does hereby warrant and represent to Buyer as of the Effective Date and as of the date of Closing:

a. *Information.* Except as set forth herein and/or as may hereafter be provided to Buyer in writing, Sellers have no knowledge of any information affecting the Property that has or would have a material adverse impact on Buyer's ability to use, lease and operate the Property as contemplated by Buyer in connection with the operation of a water utility business.

b. *Legal Compliance.* Except as disclosed to Buyer and/or as may hereafter be provided to Buyer in writing, Sellers have not received any notice of any past or continuing violation or alleged violation of any legal requirement affecting the Property; including, without limitation, any past or continuing violation or alleged violation of any local, state or federal environmental, zoning, subdivision, fire or other law, ordinance, code, regulation, rule or order. In addition to the foregoing, and to the best of Sellers' knowledge as of the Effective Date the Property complies with all applicable building and zoning codes and all laws, statutes, codes ordinances, rules and regulations relating to the environment.

c. *Litigation.* Sellers have no knowledge of any pending or threatened claims, actions, suits, litigation or governmental proceeding affecting the Property.

d. *Other Agreements.* To Sellers' knowledge, other than matters appearing of record in the Carroll County Real Estate Records and other leases, easements and agreements that have been disclosed to Buyer hereunder, there are no agreements or understandings, oral or written, with any person, entity or governmental authority affecting the Property which could give rise to claims affecting the Property.

e. *Governmental Actions.* Sellers have no knowledge of any threatened or pending condemnation or eminent domain proceeding, special assessment, rezoning or moratorium affecting the Property.

f. *Due Authorization.* Sellers have full power to execute, deliver and carry out the terms and provisions of this Contract and have taken all necessary action to authorize the execution, delivery and performance of this Contract.

g. *Environmental Matters.* To the best of Sellers' knowledge, without having performed a recent site assessment or made other inspection or inquiry, the Property is not in violation of any Environmental Law (as defined below) and Sellers have not received any written notice of (i) the presence on or about the Property of any Hazardous Materials (as defined below); (ii) any release or threatened release of any Hazardous Materials on or affecting the Property; or (iii) the existence of any underground storage tanks on or about the Property. Sellers have received no notice of any investigation or proceeding by any governmental agency concerning the presence or alleged presence, release or threatened release of Hazardous Materials on the Property. The term "Environmental Law" includes any federal, state or local law, ordinance or regulation pertaining to health, industrial hygiene, waste disposal, or the environment, including, without limitation: the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the federal Superfund Amendments and Reauthorization Act of 1986, the federal Resource Conservation and Recovery Act of 1976, the federal Clean Air Act, the federal Water Pollution Control Act and federal Clean Air Act of 1977, the federal Insecticide, Fungicide and Rodenticide Act. the federal Pesticide Act of 1977, the federal Toxic Substances Control Act, the federal Safe Drinking Water Act, the federal Hazardous Materials Transportation Act, and any amendments thereto and regulations adopted and publications promulgated pursuant thereto. The term "Hazardous Materials" includes oil and petroleum products, asbestos, polychlorinated biphenyl, radon and urea formaldehyde, and any other materials classified as hazardous or toxic or as pollutants or contaminants under any Environmental Law. If Sellers have received or at any time prior to Closing does receive notice, knowledge or information as to the presence, alleged presence, release or threatened release of Hazardous Materials in violation of applicable law on or about the Property other than as previously disclosed by Seller to Buyer, Sellers agree to provide to Buyer all information and data as to such Hazardous Materials immediately upon receipt of same.

9. **Buyer's Representations and Warranties.** As a material inducement to the execution and delivery of this Contract by Sellers and the performance by Sellers of their duties and obligations hereunder, Buyer does hereby warrant and represent to Sellers as of the Effective Date and as of the date of Closing:

a. *Due Authorization.* Buyer has full power to execute, deliver and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery and performance of this Contract. The individual executing this Contract on behalf of Buyer has the authority to bind Buyer to the terms and conditions of this Contract.

b. *Other Agreements.* To Buyer's knowledge, there are no agreements or understandings, oral or written, with any person, entity or governmental authority that would prevent Buyer's acquisition of the Property from Sellers' hereunder and Buyer's use of the Property in connection with the operation of a water utility business as contemplated hereunder.

10. **Limitation of Remedies.** Excluding any and all warranties pertaining to title issues as described in the limited warranty deed delivered to Buyer in accordance with Paragraph 5(a)(i), Buyer shall accept the Property in its then AS IS AND WHERE IS CONDITION, and except for any claim that Buyer may have against Seller for willful and intentional misrepresentation contained herein, Buyer shall accept all risk and responsibility related to the condition of the Property on and after the date of Closing.

11. **Default and Termination Rights.** If either party is in default hereunder or fails to perform any of their obligations under this Agreement, prior to declaring a default the non-defaulting party shall provide the party in default with a written notice in the manner set forth in Section 12(b) below, specifying the nature of the default. Unless the defaulting party cures such default within twenty (20) days of receipt of such notice, the non-defaulting party may elect to terminate this Agreement and exercise its rights hereunder.

12. **Miscellaneous.**

a. This Contract shall be binding upon the parties hereto, and their respective successors and assignees. All agreements, representations and warranties by the respective parties contained herein are intended to and shall remain true and correct as of the Closing, shall be deemed to be material, and shall survive the delivery of the Deed and transfer of title. Any covenants and conditions herein that must be operative after delivery of the Deed to

be effective shall be so operative and shall not be deemed to have been merged in the Deed.

b. *Notices.* All notices required or permitted to be given pursuant to the terms hereof shall be in writing and shall be delivered either by hand delivery, by overnight delivery service, or by deposit in the United States mail, registered or certified mail, postage prepaid. All such notices shall be addressed to the applicable party at its address set forth on the signature page hereof. The foregoing addresses may be changed by written notice to the other party as provided herein. Notices shall be deemed received upon delivery if delivered by hand or by overnight delivery service or by facsimile transmission, or three (3) days after being sent by registered or certified mail (unless a signed receipt evidences earlier delivery).

c. *Legal Description from Survey.* Should the recording of any deed contemplated hereunder require a new survey of the property to be conveyed the parties agree that at the time of closing the new survey description shall be substituted for the description to the property attached hereto, provided that it has been reviewed and approved by both the Buyer and Seller hereto.

d. *Invalidly of provision.* If any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions hereof. No amendment, modification or extension of this Agreement shall be binding upon any of the parties hereto unless it is in writing and signed by the party against whom enforcement of said amendment, modification or extension is sought.

e. *Ohio Law.* This Agreement shall be construed in accordance with the laws of the State of Ohio.

Each Buyer and Seller warrants and covenants to the other that it has full right, power and authority to enter into this Agreement and, at Closing, will have full right, power and authority to consummate the sale and purchase provided for herein. A facsimile or electronic signature shall be considered an original signature.

INTENDING TO BE BOUND, the parties hereto have executed this Agreement as of the day and year set forth above.

SELLERS:

_____

By: William N. Robertson

_____

By: Jon D. Robertson

_____

By: James H. Robertson

Buyer

AQUA OHIO, Inc.

By:_____
Edmund P Kolodziej
Its: President

EXHIBIT A

LEGAL DESCRIPTION

Parcel Number: 15-00-00517.000

To be supplemented by the survey referenced above.

DRAFT

EXHIBIT B

FORM OF LIMITED WARRANTY DEED

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that William N. Robertson, Jon D. Robertson, and James H. Robertson, the grantors, ("Grantors"), for $1.00 ($1.00) and other valuable consideration received to Grantor's full satisfaction from Aqua Ohio, Inc. the grantees ("Grantee"), with Grantee's tax mailing address being _____, does hereby give, grant, bargain, sell and convey unto Grantee, and Grantee's successors and assigns, with limited warranty covenants, the following described premises, ("Premises"):

See Exhibit "A" which is attached hereto and is made part hereof.

Reserving unto the Grantors all right, title and interest in and to the oil and gas and all byproducts thereof, including but not limited to natural gas liquids on or underlying any Property, as defined below, and all working interests, royalty interests, overriding royalty interests, participation interests, and interests arising out of any lease, license, reservation, easement, right of way, consolidation, unitization or any other agreements related to the above oil and gas and all byproducts thereof as agreed to in the Real Estate Purchase Agreement dated _____, 2014 between the Grantors and Grantee. ("Sellers' Retained Interests"). However the Sellers' Retained Interests will not include (i) any water rights, and (ii) the right to use the surface of the Property, whether for use in conjunction with the retained mineral rights or otherwise, including but not limited to ingress, egress, drilling, exploration, use for shafts or any form of extraction, except for: (a) the right to enter upon the property for the purpose of conducting seismic testing, which may be performed to the extent that such activity does not damage or materially interfere with Buyer's use of the property for water production and distribution purposes, and (b) for any pre-existing rights arising out of or under existing leases, easements, rights of way or instruments of record that may affect the Property.

THE REAL PROPERTY DESCRIBED HEREIN IS SUBJECT TO THE OIL AND GAS LEASE BY _____, AS GRANTOR, FOR ITS BENEFIT, AND FOR THE BENEFIT OF OTHER PARTIES AND PERSONS AS SET FORTH THEREIN, AND RECORDED WITH THE OFFICE OF THE RECORDER OF _____ COUNTY, OHIO ON THE ____ DAY OF _____, _____ IN _____ COUNTY

DEED RECORDS AT OFFICIAL RECORD _____ AND HAVING DOCUMENT NUMBER _____, AS IF THE SAME WERE FULLY SET FORTH HEREIN.

Subject to the following:

1. Zoning and use ordinances, if any;

2. Taxes and assessments, both general and special, not yet due and payable;

3. Any and all conditions, easements, covenants, restrictions, tenancies, leaseholds and/or other matters of record and/or of fact (collectively the "Permitted Exceptions").

TO HAVE AND TO HOLD the above granted and bargained Premises, with the appurtenances thereunto belonging, with limited warranty covenants, unto Grantee and Grantee's successors and assigns forever.

And Grantors do, for Grantors and Grantors' successors and assigns, covenant with Grantee, and Grantee's successors and assigns, that at and until the ensealing of these presents (a) Grantors are well seized of the Premises as a good and indefeasible estate in FEE SIMPLE; and (b) Grantors have good right to bargain and sell the Premises in manner and form as above-written.

Prior Deed reference(s):

Permanent Parcel Number(s): **15-00-00517.000**

Grantors have executed and delivered this Limited Warranty Deed to Grantee on this _____ day of _____, 2014.

_____	_____
By: Joyce Robertson	By: William N. Robertson
_____	_____
By: Spouse of Jon D. Robertson	By: Jon D. Robertson
_____	_____
By: Spouse of James H. Robertson	By: James H. Robertson

State of Ohio)

) SS:

_____ County)

Before me, a Notary Public in and for said county and state, personally appeared the above-named _____, who acknowledged that he did sign the foregoing Limited Warranty Deed and that the same is the free act and deed of the Company and his free act and deed as the Managing Member.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Noble County, Ohio, this _____ day of _____, 2014.

_____

Notary Public

DRAFT

SCHEDULE 5.9(b)

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered into as of this _____ day of _____ 2014 (the "Effective Date") by and between Jon D. Robertson ("Seller"), and Aqua Ohio, Inc., an Ohio corporation ("Buyer").

1. **Purchase and Sale**. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and take from Seller, certain property located in Carroll County, State of Ohio, together with all privileges, entitlements, easements, rights, appurtenances and improvements thereto, excluding and retaining unto Seller all right, title and interest in and to the oil and gas and all byproducts thereof, including but not limited to natural gas liquids on or underlying any Property, as defined below, and all working interests, royalty interests, overriding royalty interests, participation interests, and interests arising out of any lease, license, reservation, easement, right of way, consolidation, unitization or any other agreements related to the above oil and gas and all byproducts thereof such excluded and retained rights being hereinafter referred to as the "Seller Retained Interests". However the Sellers' Retained Interests will not include (i) any water rights, and (ii) the right to use the surface of the Property, whether for use in conjunction with the retained mineral rights or otherwise, including but not limited to ingress, egress, drilling, exploration, use for shafts or any form of extraction, except for: (a) the right to enter upon the property for the purpose of conducting seismic testing, which may be performed to the extent that such activity does not damage or materially interfere with Buyer's use of the property for water production and distribution purposes, and (b) for any pre-existing rights arising out of or under existing leases, easements, rights of way or instruments of record that may affect the Property. The Property is generally shown on Exhibit A hereto and consists of approximately 5 acres. Such Property and the legal description thereof is pending final survey by Buyer and upon completion thereof and acceptance by both parties hereto, such survey and description shall constitute and be incorporated herein as the legal description of the Property.

2. **Purchase Price**. The purchase price for the Property shall be Ten Thousand Dollars ($10,000.00) per acre. The total price ("Purchase Price"), payable by Buyer at Closing, shall be determined by the survey and the per acre price described above, together with such other good and valuable consideration as may be required from Buyer hereunder.

3. **Contingencies.** Buyer's obligation to purchase the Property and Seller's obligation to sell the Property are each subject to the satisfaction or waiver of the conditions and contingencies described herein (the Contingencies") within Sixty (60) days of the Effective Date (the "Contingency Period").

a. *Title.* Within Sixty (60) days of the Effective Date, Buyer shall obtain, at Buyer's expense, a commitment for an owner's policy of title insurance issued by a title insurance company selected by Buyer and approved by Seller (the "Title Company") with respect to the Property (the "Title Commitment"). The Title Commitment shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (i) those created by Buyer or which are to be satisfied at Closing; (ii) those specifically set forth in this Contract; (iii) zoning ordinances; (iv) legal highways; and (v) covenants, restrictions, conditions and easements of record which do not interfere with or restrict the use of the Property contemplated by Buyer in connection with the operation of a water utility business. If title to all or part of the Property is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted by this Contract, Buyer shall have the right to object to such conditions within thirty (30) days of Buyer's receipt of the Title Commitment. If Buyer so objects, Buyer will provide Seller with written notice of such title objections, and upon receipt thereof , Seller shall have the right, but not the obligation, to cure any such title objections or obtain title insurance covering the same. If Seller fails or elects not to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor within the Contingency Period, Buyer shall have the option to terminate this Contract by delivering written notice thereof to Seller. At Closing, Seller shall sign an affidavit with respect to off-record liens affecting the Property as reasonably required by the Title Company. The issuance of a title insurance policy pursuant to the Title Commitment (the "Title Policy") is a condition precedent to the parties' obligation to proceed to Closing under this Agreement. The Title Policy shall be in a form reasonably acceptable to Buyer and in the amount of the Purchase Price, showing title to the Property vested of record in Buyer in fee simple, subject only to any matters approved or waived by Buyer, any matters shown on the Survey and not objected to by Buyer, the Seller's Retained Interests and any other matters that Buyer has approved in writing.

b. *Survey.* Within Sixty (60) days of the Effective Date, Buyer will have the right to obtain, at Buyer's cost and expense, a survey of the Property, together with certification of the surveyor as may reasonably be required by Buyer (the "Survey"). The Survey shall satisfy, if required by Buyer, the most recent "Minimum Standard Requirements for

ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM, and shall meet the accuracy requirements of a Class A Survey as defined therein. If the Survey reveals any exceptions to title or any matters affecting the Property ("Survey Exceptions"), Buyer may notify Seller in writing of such Survey Exceptions within twenty (20) days after Buyer's receipt of the last of the Title Commitment or Survey (the "Survey Notice"), whereupon Seller shall have the right, but not the obligation to, cure any disapproved Survey Exceptions. If Seller fails to cure any Survey Exceptions referenced in the Survey Notice within the Contingency Period, Buyer shall have the option to terminate this Contract by delivering written notice thereof to Seller.

c. *Environmental Conditions.* Buyer shall have the right, and Seller shall provide Buyer access to the Property reasonably necessary, to obtain environmental reports regarding the soils, ground water, topography, geology and other conditions of the Property, ("Environmental Reports"). If Buyer has Phase One environmental testing performed on the Property, then Sellers shall contribute 50% of the cost of such Phase One environmental testing so long as Sellers' 50% contribution does not exceed $3,000 in the aggregate for testing associated with both the Property being sold under this Agreement and the property being sold under the Real Estate Purchase Agreement between Buyer and William N. Robertson, Jon D. Robertson and James H. Robertson. The organization to perform any Phase One environmental testing shall be mutually agreeable by the parties. If the Environmental Reports reveal any environmental matters adversely affecting the Property (the "Environmental Conditions"), Buyer may notify Seller in writing of such Environmental Conditions (the "Environmental Notice"). Upon receipt of an Environmental Notice, Seller shall have the right, but not the obligation to, cure any disapproved Environmental Conditions. If the Environmental Condition is not cured to Buyer's reasonable satisfaction within the Contingency Period, Buyer shall have the right to terminate this Contract.

d. *Inspection.* Seller shall cooperate in making the Property reasonably available for inspection by Buyer. If Buyer is not, in good faith, satisfied with the condition of the Property as disclosed by any inspection thereof, Buyer may deliver to Seller a written request that the Seller remedy any unsatisfactory conditions. Upon receipt of written notice of such unsatisfactory conditions, Seller shall have the right, but not the obligation to, remedy such conditions. In the event that Buyer and Seller do not reach agreement

regarding remedying the unsatisfactory conditions prior to the expiration of the Contingency Period, then Buyer shall have the right to terminate this Contract.

e. *Easements*. Access Rights. Buyer and Seller shall reasonably cooperate to secure any and all easements, rights of way, consents, amendments, variances, permits and or approvals from third parties as are necessary in order to permit Buyer to have ingress and egress to and full use and enjoyment of the Property in the manner and for the purposes contemplated by Buyer in connection with the operation of a water utility business.

f. *Representations*. (a) All of Seller's and Buyer's representations and warranties hereunder shall remain true and correct; (b) no moratorium, statute, order, regulation, ordinance or judgment of any court or governmental agency shall have been enacted, adopted, issued or initiated that would materially and adversely affect the Property or Buyer's use thereof as contemplated herein; and (c) the parties shall have delivered all other documents and other deliveries listed in paragraph 5 hereof.

g. *Simultaneous Closings*. Simultaneous with the Closing herein, the closing of those certain Asset Purchase Agreements by and between Mohawk Utilities, Inc. and Buyer and Tomahawk Utilities, Inc. and Buyer shall have occurred.

h. *No Seller Liability*. Notwithstanding any other provision contained herein, if Seller elects or is unable to cure any condition or objection raised by Buyer under this Section 3 and therefore a condition to closing set forth herein has not been satisfied, Seller shall not be in breach or default under the terms hereof and the termination rights set forth above shall be Buyer's sole and exclusive rights in connection therewith.

i. *Buyer's Obligation to Repair, Restore and Indemnify*. In connection with Buyer's access and inspection rights hereunder, Buyer shall promptly return the Property to substantially the same condition it was in prior to Buyer's or any of Buyer's agents' or contractors' entry thereon and conducting of any tests, inspections, studies and evaluations thereof, and Buyer hereby further agrees to defend, indemnify and hold Seller harmless from any and all claims, actions and other liabilities of any nature, including but not limited to reasonable attorney's fees and court costs, which may arise out of Buyer's or its agents' or contractors' actions or omissions on the Property.

j. *Disclosure of Test Results to Seller and Confidentiality*. Buyer hereby agrees that if Buyer should exercise its right not to purchase the Property as a result of the failure of any condition or contingency set forth herein, then at Seller's request Buyer will provide Seller with a copy of any test results, inspection reports, surveys or site assessments

obtained by Buyer hereunder. Buyer further agrees that Buyer shall not disclose or communicate to any third party, any of the information obtained from Seller or otherwise obtained by Buyer hereunder regarding the condition of the Property, any improvements thereon, or regarding the use of the Property by Seller, without first obtaining Seller's prior written consent, which may be withheld by Seller in his sole discretion except as may be required by law.

4. **Closing.** The closing of the purchase and sale of the Property (the "Closing") shall take place at the offices of Aqua Ohio, Inc. located at 6650 South Avenue, Boardman OH 44512, and the Closing shall commence at 12:00 P.M. local time, or at any other mutually agreed to location and time, on or before the date of Closing of those certain Asset Purchase Agreements by and between Mohawk Utilities, Inc. and Buyer, and Tomahawk Utilities, Inc. and Buyer. Possession of the Property shall be delivered at Closing.

5. **Deliveries.**

a. *Seller's Deliveries at Closing.* At Closing, Seller shall deliver the following documents and materials, all of which shall be in form and substance reasonably acceptable to the parties:

i. a duly executed and acknowledged limited warranty deed (the "Deed"), which shall include a reservation or exclusion of the Seller's Retained Interests. Such Deed shall be in the form that is attached hereto and made a part of this Agreement as Exhibit B;

ii. a certificate duly executed by Seller stating that to the best of Seller's knowledge as of the date of Closing all representations and warranties by Seller set forth in this Contract remain true and correct;

iii. a certification duly executed by Seller, certifying that Seller is not a "foreign person", pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended ("Section 1445");

iv. a general instrument of transfer, pursuant to which Seller shall convey and assign to Buyer all of Seller's right, title and interest, if any, in and to all personal property and other rights of Seller relating to the Property ("General Instrument of Transfer")

v. such affidavits as the Title Company may reasonably require in order to omit from the Title Policy all exceptions for (1) parties in possession, (2) mechanic's liens; and

vi. a closing statement showing documents, closing costs and prorations, calculated in accordance with paragraph 6 hereof, in form and substance satisfactory to Buyer and Seller (the "Closing Statement").

b. *Buyer's Deliveries at Closing.* On the date of Closing, Buyer shall deliver the following:

i. the Purchase Price for the Property (plus any additional funds necessary to pay Buyers' share of closing costs and prorations, minus any credits granted to Buyer as set forth herein) in immediately available funds; and

ii. a signed Closing Statement; and

iii. such other documents or instruments that may be required by the Title Company in order to Close the transaction contemplated herein, all in a form that is mutually acceptable to the parties hereto.

6. **Closing Costs and Prorations.** At the Closing, closing costs shall be paid and prorations made as follows:

a. Except as otherwise expressly provided herein, Seller shall pay at the Closing the costs of releasing any mortgage, financing statement, or other debt security, or any attachments, assessments, delinquent real estate taxes or mechanic's or materialmen's liens outstanding against the Property, one half of the transfer taxes and conveyance fees relating to the transfer of the Property contemplated hereunder.

b. The costs of the Title Policy and the costs of the Survey shall be paid in accordance with paragraph 3 of this Contract.

c. Buyer shall pay the costs of recording the Deed and any mortgage or financing instrument and any special endorsements to the Title Policy not required to cure a title objection or Survey Exception and one half of the transfer taxes and conveyance fees relating to the transfer of the Property contemplated hereunder.

d. *Taxes.* All real property taxes and assessments ("Taxes") (including penalties thereon) which are delinquent shall be paid at Closing out of funds due Seller. Any non-delinquent Taxes shall be prorated as of the date of Closing, on an accrual basis based on, if not yet fully determined as of the Closing, the most recently available tax bill giving effect to applicable exemptions, recently voted millage, change in valuation and other factors affected the Taxes.

7. **Damage or destruction of property.** Risk of loss to the real estate and appurtenances shall be borne by Seller until Closing provided that if certain Property covered by this Contract

shall be substantially damaged or destroyed before this transaction is closed, Buyer may as its sole and exclusive right and remedy:

a. proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property, or

b. rescind the Contract and thereby release all parties from liability hereunder, by giving written notice to Seller within ten (10) days after Buyer has written notice of such damage or destruction.

8. **Seller's Representations and Warranties.** As a material inducement to the execution and delivery of this Contract by Buyer and the performance by Buyer of its duties and obligations hereunder, Seller does hereby warrant and represent to Buyer as of the Effective Date and as of the date of Closing:

a. *Information.* Except as set forth herein and/or as may hereafter be provided to Buyer in writing, Seller has no knowledge of any information affecting the Property that has or would have a material adverse impact on Buyer's ability to use, lease and operate the Property as contemplated by Buyer in connection with the operation of a water utility business.

b. *Legal Compliance.* Except as disclosed to Buyer and/or as may hereafter be provided to Buyer in writing, Seller has not received any notice of any past or continuing violation or alleged violation of any legal requirement affecting the Property; including, without limitation, any past or continuing violation or alleged violation of any local, state or federal environmental, zoning, subdivision, fire or other law, ordinance, code, regulation, rule or order. In addition to the foregoing, and to the best of Seller's knowledge as of the Effective Date the Property complies with all applicable building and zoning codes and all laws, statutes, codes ordinances, rules and regulations relating to the environment.

c. *Litigation.* Seller has no knowledge of any pending or threatened claims, actions, suits, litigation or governmental proceeding affecting the Property.

d. *Other Agreements.* To Seller's knowledge, other than matters appearing of record in the Carroll County Real Estate Records and other leases, easements and agreements that have been disclosed to Buyer hereunder, there are no agreements or understandings, oral or written, with any person, entity or governmental authority affecting the Property which could give rise to claims affecting the Property.

e. *Governmental Actions.* Seller has no knowledge of any threatened or pending condemnation or eminent domain proceeding, special assessment, rezoning or moratorium affecting the Property.

f. *Due Authorization.* Seller has full power to execute, deliver and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery and performance of this Contract.

g. *Environmental Matters.* To the best of Seller's knowledge, without having performed a recent site assessment or made other inspection or inquiry, the Property is not in violation of any Environmental Law (as defined below) and Seller has not received any written notice of (i) the presence on or about the Property of any Hazardous Materials (as defined below); (ii) any release or threatened release of any Hazardous Materials on or affecting the Property; or (iii) the existence of any underground storage tanks on or about the Property. Seller has received no notice of any investigation or proceeding by any governmental agency concerning the presence or alleged presence, release or threatened release of Hazardous Materials on the Property. The term "Environmental Law" includes any federal, state or local law, ordinance or regulation pertaining to health, industrial hygiene, waste disposal, or the environment, including, without limitation: the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the federal Superfund Amendments and Reauthorization Act of 1986, the federal Resource Conservation and Recovery Act of 1976, the federal Clean Air Act, the federal Water Pollution Control Act and federal Clean Air Act of 1977, the federal Insecticide, Fungicide and Rodenticide Act. the federal Pesticide Act of 1977, the federal Toxic Substances Control Act, the federal Safe Drinking Water Act, the federal Hazardous Materials Transportation Act, and any amendments thereto and regulations adopted and publications promulgated pursuant thereto. The term "Hazardous Materials" includes oil and petroleum products, asbestos, polychlorinated biphenyl, radon and urea formaldehyde, and any other materials classified as hazardous or toxic or as pollutants or contaminants under any Environmental Law. If Seller has received or at any time prior to Closing does receive notice, knowledge or information as to the presence, alleged presence, release or threatened release of Hazardous Materials in violation of applicable law on or about the Property other than as previously disclosed by Seller to Buyer, Seller agrees to provide to Buyer all information and data as to such Hazardous Materials immediately upon receipt of same.

9. **Buyer's Representations and Warranties.** As a material inducement to the execution and delivery of this Contract by Seller and the performance by Seller of its duties and obligations hereunder, Buyer does hereby warrant and represent to Seller as of the Effective Date and as of the date of Closing:

a. *Due Authorization.* Buyer has full power to execute, deliver and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery and performance of this Contract. The individual executing this Contract on behalf of Buyer has the authority to bind Buyer to the terms and conditions of this Contract.

b. *Other Agreements.* To Buyer's knowledge, there are no agreements or understandings, oral or written, with any person, entity or governmental authority that would prevent Buyer's acquisition of the Property from Seller's hereunder and Buyer's use of the Property in connection with the operation of a water utility business as contemplated hereunder.

10. **Limitation of Remedies.** Excluding any and all warranties pertaining to title issues as described in the limited warranty deed delivered to Buyer in accordance with Paragraph 5(a)(i), Buyer shall accept the Property in its then AS IS AND WHERE IS CONDITION, and except for any claim that Buyer may have against Seller for willful and intentional misrepresentation contained herein, Buyer shall accept all risk and responsibility related to the condition of the property on and after the date of Closing.

11. **Default and Termination Rights.** If either party is in default hereunder or fails to perform any of their obligations under this Agreement, prior to declaring a default the non-defaulting party shall provide the party in default with a written notice in the manner set forth in Section 12(b) below, specifying the nature of the default. Unless the defaulting party cures such default within twenty (20) days of receipt of such notice, the non-defaulting party may elect to terminate this Agreement and exercise its rights hereunder.

12. **Miscellaneous.**

a. This Contract shall be binding upon the parties hereto, and their respective successors and assignees. All agreements, representations and warranties by the respective parties contained herein are intended to and shall remain true and correct as of the Closing, shall be deemed to be material, and shall survive the delivery of the Deed and transfer of title.

Any covenants and conditions herein that must be operative after delivery of the Deed to be effective shall be so operative and shall not be deemed to have been merged in the Deed.

b. *Notices.* All notices required or permitted to be given pursuant to the terms hereof shall be in writing and shall be delivered either by hand delivery, by overnight delivery service, or by deposit in the United States mail, registered or certified mail, postage prepaid. All such notices shall be addressed to the applicable party at its address set forth on the signature page hereof. The foregoing addresses may be changed by written notice to the other party as provided herein. Notices shall be deemed received upon delivery if delivered by hand or by overnight delivery service or by facsimile transmission, or three (3) days after being sent by registered or certified mail (unless a signed receipt evidences earlier delivery).

c. *Legal Description from Survey.* Should the recording of any deed contemplated hereunder require a new survey of the property to be conveyed the parties agree that at the time of closing the new survey description shall be substituted for the description to the property attached hereto, provided that it has been reviewed and approved by both the Buyer and Seller hereto.

d. *Invalidity of provision.* If any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions hereof. No amendment, modification or extension of this Agreement shall be binding upon any of the parties hereto unless it is in writing and signed by the party against whom enforcement of said amendment, modification or extension is sought.

e. *Ohio Law.* This Agreement shall be construed in accordance with the laws of the State of Ohio.

Each Buyer and Seller warrants and covenants to the other that it has full right, power and authority to enter into this Agreement and, at Closing, will have full right, power and authority to consummate the sale and purchase provided for herein. A facsimile or electronic signature shall be considered an original signature.

INTENDING TO BE BOUND, the parties hereto have executed this Agreement as of the day and year set forth above.

SELLER:

_____

By: Jon D. Robertson

Buyer

AQUA OHIO, Inc.

By:_____
Edmund P Kolodziej
Its: President

EXHIBIT A

LEGAL DESCRIPTION

Parcel Number: 16-00-00066.000

To be supplemented by the above referenced survey.

DRAFT

EXHIBIT B

FORM OF LIMITED WARRANTY DEED

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Jon D. Robertson, the grantor, ("Grantor"), for $1.00 ($10.00) and other valuable consideration received to Grantor's full satisfaction from Aqua Ohio, Inc. the grantees ("Grantee"), with Grantee's tax mailing address being _____, does hereby give, grant, bargain, sell and convey unto Grantee, and Grantee's successors and assigns, with limited warranty covenants, the following described premises, ("Premises"):

See Exhibit "A" which is attached hereto and is made part hereof.

Reserving unto the Grantor all right, title and interest in and to the oil and gas and all byproducts thereof, including but not limited to natural gas liquids on or underlying any Property, as defined below, and all working interests, royalty interests, overriding royalty interests, participation interests, and interests arising out of any lease, license, reservation, easement, right of way, consolidation, unitization or any other agreements related to the above oil and gas and all byproducts thereof as agreed to in the Real Estate Purchase Agreement dated _____, 2014 between the Grantor and Grantee ("Sellers' Retained Interests"). However the Sellers' Retained Interests will not include (i) any water rights, and (ii) the right to use the surface of the Property, whether for use in conjunction with the retained mineral rights or otherwise, including but not limited to ingress, egress, drilling, exploration, use for shafts or any form of extraction, except for: (a) the right to enter upon the property for the purpose of conducting seismic testing, which may be performed to the extent that such activity does not damage or materially interfere with Buyer's use of the property for water production and distribution purposes, and (b) for any pre-existing rights arising out of or under existing leases, easements, rights of way or instruments of record that may affect the Property.

THE REAL PROPERTY DESCRIBED HEREIN IS SUBJECT TO THE OIL AND GAS LEASE BY _____, AS GRANTOR, FOR ITS BENEFIT, AND FOR THE BENEFIT OF OTHER PARTIES AND PERSONS AS SET FORTH THEREIN, AND RECORDED WITH THE OFFICE OF THE RECORDER OF

_____ COUNTY, OHIO ON THE ____ DAY OF _____, _____ IN _____ COUNTY DEED RECORDS AT OFFICIAL RECORD _____ AND HAVING DOCUMENT NUMBER _____, AS IF THE SAME WERE FULLY SET FORTH HEREIN.

Subject to the following:

1. Zoning and use ordinances, if any;

2. Taxes and assessments, both general and special, not yet due and payable;

3. Any and all conditions, easements, covenants, restrictions, tenancies, leaseholds and/or other matters of record and/or of fact (collectively the "Permitted Exceptions").

TO HAVE AND TO HOLD the above granted and bargained Premises, with the appurtenances thereunto belonging, with limited warranty covenants, unto Grantee and Grantee's successors and assigns forever.

And Grantor does, for Grantor and Grantor's successors and assigns, covenant with Grantee, and Grantee's successors and assigns, that at and until the ensealing of these presents: (a) Grantor is well seized of the Premises as a good and indefeasible estate in FEE SIMPLE; and (b) Grantor has good right to bargain and sell the Premises in manner and form as above-written.

Prior Deed reference(s):

Permanent Parcel Number(s): **16-00-00066.000**

Grantor has executed and delivered this Limited Warranty Deed to Grantee on this _____ day of _____, 2014.

_____ _____

By: Spouse of Jon D. Robertson By: Jon D. Robertson

State of Ohio)

) SS:

_____ County)

Before me, a Notary Public in and for said county and state, personally appeared the above-named _____, who acknowledged that he did sign the foregoing Limited Warranty Deed and that the same is the free act and deed of the Company and his free act and deed as the Managing Member.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Noble County, Ohio, this _____ day of _____, 2014.

_____

Notary Public

DRAFT

SCHEDULE 5.9(c)

THIS ASSETS PURCHASE AGREEMENT, dated as of the ___ day of _____, 2014, by and between the **Mohawk Utilities, Inc.** an Ohio corporation ("Seller"), and **Aqua Ohio, Inc.**, an Ohio corporation ("AQUA"), with reference to the following RECITALS:

RECITALS

A. Seller owns, maintains and operates a public water utility system (the "System") that provides potable water service to residents primarily, but not exclusively, within the Lake Mohawk subdivision located in Carroll County, State of Ohio (the "Service Area").

B. AQUA is a public water and wastewater utility that furnishes retail water and wastewater service to the public in various portions of Ohio.

C. Seller desires to sell, and AQUA desires to purchase, certain assets, properties and rights of Seller owned and used in connection with its System, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals and the covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. SALE AND PURCHASE OF THE SELLER'S WATER SYSTEM ASSETS

Subject to the terms and conditions hereinafter set forth, AQUA shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver to AQUA at Closing (hereinafter defined), all of Seller's right, title and interest in the System assets and properties (whether tangible or intangible, real, personal or mixed) which are held or used by Seller in connection with the production, treatment and distribution of water within the Service Area of the System (the "Assets").

The Assets are being sold free and clear of all mortgages, liens, pledges, security interests, charges and taxes, other than those that are to be apportioned between Seller and Buyer on the Closing Date.

1.1 Assets Further Defined

The Assets shall, without limitation to the definition stated above, include all of Seller's right, title and interest in the specific assets and properties set forth on Schedule 1.1, and the following:

(a) all the land, buildings, pipes, pipelines, wells, meters and reading equipment, pressure reduction valves, pumping stations, lift stations, storage tanks, standpipes, fire hydrants, plants, structures, improvements, fixtures, rights-of-way, licenses, leases and easements owned by Seller, or in which Seller has an interest, and all hereditaments, tenements and

appurtenances belonging or appertaining thereto, which interests are by their form and nature transferable, but in all instances excluding and retaining unto Seller all right, title and interest in and to the oil and gas and all byproducts thereof, including but not limited to natural gas liquids on or underlying any real property Assets, excluding any water rights. Except for the right to enter upon the real property Assets for the purpose of conducting seismic testing, which may be performed to the extent that such activity does not damage or materially interfere with Buyer's use of the property for water production and distribution purposes, and for any pre-existing rights arising out of or under existing leases, easements rights of way or instruments of record that may affect the real property Assets, Seller's retained rights will not include the right to use the surface of the real property Assets, whether for use in conjunction with the retained mineral rights or otherwise, including but not limited to ingress, egress, drilling, exploration, use for shafts or any form of extraction. Seller's retained rights shall however include but not be limited to any and all working interests, royalty interests, overriding royalty interests, participation interests, and interests arising out of any lease, license, reservation, easement, right of way, consolidation, unitization or any other agreements related thereto;

(b) all machinery, equipment, tools, vehicles, furniture, furnishings, leasehold improvements, goods, and other tangible personal property relating to the System owned by Seller or in which Seller has an interest;

(c) all supplies and inventories relating to the System;

(d) excepting those relating to Seller's retained mineral rights, if any, all rights of Seller under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate, franchise, or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the System, to the extent that the same may be transferred;

(e) all rights and choses in action of Seller relating to the contracts to be assumed by Buyer hereunder, excluding accounts receivables, and or related to any prescriptive rights arising out of the adverse possession by Seller of real property rights in connection with the operation of the System;

(f) all information, files, records, data, plans, contracts and recorded knowledge, including customer and supplier lists and property records, related to the foregoing.

1.2 <u>Excluded Assets</u>

Notwithstanding the foregoing, the Assets shall not include any of the following:

(a) any and all customer water service lines that run from outside the curb box (or if no curb box from the edge of the street) to each individual residence, commercial or industrial structure served by the Assets;

(b) all piping and fixtures internal to each individual customer's structure (excluding meters, reading equipment, and pressure reduction valves);

(c) all right, title and interest in and to the oil and gas and all byproducts thereof, including but not limited to natural gas liquids, on or underlying any real property Assets, together with any and all working interests, royalty interests, overriding royalty interests, participation interests, and interests arising out of any lease, license, reservation, easement, right of way, consolidation, unitization or any other agreements related thereto. However the above exclusion and reservation does not include any water rights, and except for the right to enter upon the real property Assets for the purpose of conducting seismic testing, which may be performed to the extent that it does not damage or materially interfere with Buyer's use of the property for water production and distribution purposes, and for any pre-existing rights arising out of or under existing leases, easements rights of way or instruments of record that may affect the real property Assets, Seller's retained rights will not include the right to use the surface of the real property Assets, whether for use in conjunction with the retained mineral rights or otherwise, including but not limited to ingress, egress, drilling, exploration, use for shafts or any form of extraction.

(d) Seller's cash and accounts receivables as of the date of Closing, and any rights to make or receive any insurance proceeds or protection related to any act, occurrence or condition that existed on or prior to the Closing Date, subject to provision 1.6.

(e) any assets listed in Schedule 1.2(e) which is attached hereto and incorporated herein by reference.

1.3 Consideration

The total purchase price ("Purchase Price") for the Assets shall be **One Million One Hundred and One Thousand Nine Hundred and 00/100 Dollars ($1,101,900.00)** and shall be payable by AQUA at Closing.

1.4 Contractual Obligations

AQUA shall not assume any obligations or acquire any rights of Seller under any contract, agreement, commitment, lease, certificate, permit or other instrument, whether oral, written, express or implied, except with respect to those contracts and other instruments listed on Schedule 1.4 attached hereto, made part hereof and incorporated herein by reference. Notwithstanding the above however, AQUA shall acquire Seller's interest in the Assets subject to any and all matters appearing of record in the Carroll County Real Estate Records, even if such matters are not listed on Schedule 1.4.

1.5 Non-Assumption of Liabilities

(a) With the exception of the assumption of contractual duties to be performed after the date

of Closing under the surviving contracts listed on Schedule 1.4 attached hereto together with the ongoing obligation to provide water service to the customers of the Seller served by the Water System (the "Assumed Obligations"), all liabilities and obligations of Seller shall remain the sole responsibility of Seller, including any and all liabilities or obligations under any employee benefit plan, practice or arrangement or pension, retirement or savings plan. Except for the Assumed Obligations, AQUA shall not assume and shall not be liable for any liabilities or obligations of Seller of any nature whatsoever, whether express or implied, fixed or contingent, whatsoever.

(b) From and after Closing, Seller shall not be responsible under or obligated to perform pursuant to any requirements contained in the surviving contracts listed on Schedule 1.4 and shall have no obligation or liability under or with respect to the Assumed Obligations, for which AQUA shall be solely responsible.

1.6 Damage or Destruction Prior to Closing.

Without limitation to any other remedy or any representation or warranty herein, in the event that any of the Assets are damaged or destroyed prior to the Closing Date, AQUA may elect to obtain the rights of the Seller under any insurance policy covering the Assets that are damaged or destroyed; or, AQUA may reduce the Purchase Price by the amount of the damage or destruction caused to the Assets, determined by the reasonable repair, in the case of damaged Assets, or reasonable replacement, in the case of destroyed Assets.

2. CLOSING

Subject to the provisions of Sections 4 and 5, Closing hereunder (the "Closing") shall take place at the offices of Aqua Ohio, Inc. located at 6650 South Avenue, Boardman OH 44512, commencing at 12:00 P.M. local time, or at any other mutually agreed to location and time, on or before a date sixty (60) days after the receipt of final regulatory approvals, including without limitation those described in Section 5.6 below. The date of the Closing is referred to herein as the "Closing Date". The effective time of the legal transfer hereunder shall be 12:01 a.m. on the day following the Closing Date. Notwithstanding the foregoing, if the Closing has not occurred on or before December 31, 2014, either Party shall have the right to terminate this Agreement in accordance with the provisions of this Agreement, provided that such termination shall be without prejudice to the rights of either party which has performed its obligations under this Agreement, if Closing does not occur because of a material breach of this Agreement by the other party. Any dates affecting the right to terminate this agreement, within this provision, may, by mutual written agreement of the parties, be amended at any time.

2.1 Items to be delivered at Closing

At the Closing and subject to the terms and conditions herein contained:

(a) Seller shall deliver or turn over to AQUA the control of the Assets, including, without limitation, the following:

(i) instruments and documents of conveyance and transfer, all in form reasonably satisfactory to both parties and their respective counsel, as shall be necessary and effective to transfer and assign to, and vest in, AQUA all of Seller's right, title and interest in the Assets, including, but not limited to the following documents: a limited warranty deed for each parcel to be conveyed; a Bill of Sale and Assignment; an Assignment and Grant of Easement for any easement held by Seller to utilize, maintain, repair and replace any facilities located outside of any parcels to be conveyed and/or publicly dedicated roadways; and an appropriate Sanitary Control Easement for each well within the well protection area maintained by Seller.

(ii) Assignment and copies of, or the originals as appropriate, of all the surviving contracts listed on Schedule 1.4, and such other agreements, contracts, commitments, leases, plans, bids, quotations, proposals, instruments, certificates, permits and other instruments belonging to Seller that are part of or related to the Assets;

(iii) a complete and accurate list of the names and addresses of all customers of Seller, both in paper form and in electronic form on a compact disk (CD) that can be downloaded to a computer, along with a reasonable and available billing history for each customer;

(iv) a certificate, in form and substance satisfactory to both parties, executed by each third party to any contract listed on Schedule 1.4 confirming that to such party's knowledge there is no defense, counterclaim or asserted set off by such party under the contract, and that Seller and such party are each in compliance with the requirements of the contract, and to the extent such party's consent is required to an assignment of the contract to AQUA, such consent;

(v) keys or other access to any and all buildings and gates;

and simultaneously with such delivery, all such steps shall be taken as may be required to put AQUA in actual possession and operating control of the Assets.

(b) Seller shall deliver to AQUA, the agreements, opinions, certificates and other documents and instruments referred to in Section 5 hereof.

(c) AQUA and Seller agree that final meter readings shall be conducted on the day immediately prior to the Closing Date. These readings shall be utilized by the Seller for the purpose of issuing final bills, and shall constitute the opening readings for AQUA. AQUA shall use these readings to begin the billing cycle for its new customers following Closing, and shall not be responsible for the collection of any amounts due Seller for bills issued by Seller as a result the Seller's final meter reading. However, AQUA will remit to Seller any payments or funds received thereby with respect to any Seller invoice or

customer water usage that preceded the Closing Date. Such payments to be made on a monthly basis for any such receipts received in the prior month. Nothing herein shall require AQUA to collect or take any affirmative actions to collect any funds or payments due Seller.

(d) AQUA shall pay Seller, in then currently available funds, the Purchase Price.

2.2 Transfer Taxes on Real Property and Proration of Real Estate Taxes

(a) Any transfer taxes imposed on the conveyance or transfer of any real property pursuant to this Agreement shall be paid one half each by Seller and AQUA.

(b) All real property taxes and assessments (including penalties thereon) which are delinquent shall be paid at Closing out of funds due Seller. Any non-delinquent real estate taxes and assessments shall be prorated as of the Closing Date, on an accrual basis based on, if not yet fully determined as of the Closing, the most recently available tax bill giving effect to applicable exemptions, recently voted millage, change in valuation and other factors affecting such taxes and assessments.

2.3 Transfer of Utilities

Seller and AQUA will cooperate to transfer utility service, including telephone, electric and gas service providing such service to any of the Assets as of the Closing Date. In the event service cannot be transferred in the name of AQUA as of the Closing Date, the bills shall be pro-rated as of the Closing Date, and AQUA shall retain from the Purchase Price a mutually agreed upon estimate of the amount of such bills not yet paid by Seller.

2.4 Remedy

Seller acknowledges that the Assets are unique and not otherwise available and agrees that, in addition to any other available remedy, AQUA may seek any equitable remedy to enforce performance hereunder, including, without limitation, the remedy of specific performance.

2.5 Further Assurances

Each party, from time to time after the Closing, at the other party's request, and without compensation, will execute, acknowledge and deliver to the other party such other instruments of sale, conveyance, assignment and transfer and will take such other reasonable actions and execute and deliver such other documents, certifications and further assurances as may reasonably be required in order to complete the transaction contemplated herein in accordance with the terms hereof. Each of the parties hereto, without compensation, will cooperate with the other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence and confirm the purposes of this Agreement.

3. CONDUCT OF PARTIES PENDING CLOSING

3.1 Seller agrees that, with respect to the Assets, pending the Closing and except as otherwise agreed to in writing by AQUA:

(a) The business of Seller shall be conducted solely in the ordinary course consistent with past practice.

(b) Seller shall continue to maintain and service the tangible Assets in the ordinary course of its business. To verify that the Assets are in good and working order at the time of transfer, Buyer shall, in addition to any due diligence rights herein, have the right to inspect the tangible Assets during the week prior to Closing.

(c) Seller will use commercially reasonable efforts to maintain its relations and goodwill with its suppliers, customers and any others having business relations with it.

(d) Seller shall comply with all laws, ordinances, rules, regulations and orders applicable to it and to the conduct of its business.

(e) Seller will promptly advise AQUA in writing if it learns of any event between the date hereof and Closing which could render any representation or warranty under the Agreement, if restated and republished as of Closing, untrue or incorrect in any material respect.

(f) Seller will promptly advise AQUA in writing after Seller receives knowledge of the threat or commencement of any dispute, claim, action, suit, proceeding, arbitration or investigation against or involving the Assets or the sale and transfer thereof to AQUA, or of the occurrence of any event (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the business, operations, properties, assets, prospects or condition (financial or otherwise) of Seller.

(g) Seller will use commercially reasonable efforts to conduct its business in such a manner that at the Closing the representations and warranties of Seller contained in this Agreement shall be true as though such representations and warranties were made on and as of such date. Furthermore, Seller will use commercially reasonable efforts to cause all of the conditions to this Agreement imposed upon Seller to be satisfied on or prior to the Closing Date.

(h) Seller will not take any action which would result in a material breach of any of the representations and warranties of Seller hereunder.

(i) Seller will provide AQUA with such financial and other reports of its business as AQUA may reasonably request.

(j) Upon receipt of at least one business day's prior notice Seller will give to AQUA, its

officers, employees, accountants, counsel and other mutually agreed upon representatives reasonable access to and the right to inspect, during normal business hours, all of the premises, properties, assets, records, contracts and other documents in Seller's possession relating to its business and operations, and shall permit them to consult with the officers, employees, accountants, counsel and agents of Seller for the purpose of making such investigation of the business and operations of Seller as AQUA shall reasonably desire to make, provided that such investigation shall not unreasonably interfere with the business or operations of Seller.

(k) Unless this Agreement is terminated for any reason, Seller shall notify and consult with AQUA prior to the initiation, development or execution of any plans for expansion of or improvements to the Assets or the Water System.

(l) Seller will reasonably cooperate with AQUA in sending any customer notices that in AQUA's judgment are necessary in connection with the transactions contemplated herein and to comply with applicable law and regulation.

(m) AQUA will use commercially reasonable efforts to cause all of the conditions to this Agreement imposed upon AQUA hereunder to be satisfied on or prior to the Closing Date.

4. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

All obligations of Seller under this Agreement are subject to the fulfillment or satisfaction, or waiver by Seller, prior to or at the Closing, of each of the following conditions precedent:

4.1 Closing Certificate; Performance by AQUA

AQUA shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Seller shall have been furnished with a certificate or certificates of AQUA dated the Closing Date, signed by an officer of AQUA, certifying, in such detail as Seller may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties made by AQUA in this Agreement are true and correct as of Closing, except such as have been rendered incorrect because of events which occurred after the date hereof, as disclosed in writing by AQUA to Seller within a reasonable time after the event occurred.

4.2 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or in the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

4.3 AQUA Authorizations

AQUA shall have furnished Seller with certified copies of all proceedings of AQUA, including a signed and certified copy of the appropriate document(s) authorizing the transactions hereby contemplated.

4.4 Governmental Approvals

All governmental authorizations needed for the transfer of the Assets, including, but not limited to, adoption and approval of an Order from the Ohio Public Utilities Commission, authorizing: (a) the transfer of the Assets as contemplated by this Agreement; (b) AQUA to provide water service to the residents in the Service Area; and (c) Seller to abandon such Service Area (if applicable). Such governmental authorizations, orders, authorizations and approvals by the Ohio Public Utilities Commission shall be in form and substance that is reasonably satisfactory to Seller.

4.5 Simultaneous Closings

In conjunction with and simultaneous with the Closing of the System hereunder, each of the transactions referenced in Section 5.9 below shall have occurred or will occur on the Closing Date, each of which shall be considered a condition of Closing hereunder.

5. CONDITIONS PRECEDENT TO AQUA'S OBLIGATIONS

All obligations of AQUA under this Agreement are subject to the fulfillment or satisfaction, or waiver by AQUA, prior to or at the Closing, of each of the following conditions precedent:

5.1 Satisfaction with Operational and Real Estate Title Issues

AQUA shall be satisfied, seven (7) business days prior to Closing with the results of its due diligence inspections of the overall operational functionality of the Assets that AQUA may elect to perform, and at Closing that there has been no material deterioration therein between any completed due diligence and Closing. Additionally, prior to Closing, AQUA shall be satisfied with its review of the real estate and the quality of title to be conveyed to AQUA from Seller and such real estate to be conveyed pursuant to section 5.9.

a. Seller shall also have entered into a lease agreement with Lake Mohawk Property Owners Association, Inc. substantially in the form attached hereto as Schedule 5.1(a) for the lease of the real estate parcels described therein (the "Lake Mohawk Lease").

b. AQUA, at its expense, shall cause to have performed a survey of the land owned by the System and to be transferred by Seller hereunder. Upon completion and approval thereof by Seller, such survey shall be attached hereto and incorporated herein as an asset to be transferred pursuant to Section 1 by a duly executed and acknowledged limited warranty deed.

c. In connection with AQUA's due diligence and inspection rights hereunder, AQUA shall promptly return the Assets to substantially the same condition they were in prior to AQUA's or any of AQUA's agents' or contractors' entry thereon and conducting of any tests, inspections, studies and evaluations thereof, and AQUA hereby further agrees to indemnify and hold Seller harmless from any and all claims, actions and other liabilities of any nature, including but not limited to reasonable attorney's fees and court costs, which may arise out of AQUA's or its agents' or contractors' actions or omissions on any of the property or in connection with any of the Assets to be conveyed hereunder.

d. AQUA hereby agrees that if AQUA should exercise its right not to purchase the Property as a result of the failure of any condition or contingency set forth herein, then at Seller's request AQUA will provide Seller with a copy of any test results, inspection reports, surveys or site assessments obtained by AQUA hereunder. AQUA further agrees that AQUA shall not disclose or communicate to any third party, any of the information obtained from Seller or otherwise obtained by AQUA hereunder regarding the Assets, the System or otherwise related to Seller's operation of its business, including but not limited to any financial or other information obtained by AQUA from or about Seller hereunder, without first obtaining Seller's prior written consent, which may be withheld by Seller in its sole discretion, except if required by law, in which case Buyer shall advise Seller in advance of such disclosure so as to afford Seller an opportunity to attempt to prevent or limit the need to make such disclosure of Sellers information.

5.2 Closing Certificate; Performance by Seller

Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and AQUA shall have been furnished with a certificate or certificates of Seller dated the Closing Date, signed by the appropriate officials of Seller, certifying, in such detail as the parties may mutually agree, to the fulfillment of the foregoing conditions and that all representations and warranties are true and correct as of Closing, except as disclosed by Seller pursuant to Section 3.1(e), and the facts as contained in such disclosure(s) shall not result, as determined by AQUA in its reasonable judgment, in a material adverse change in the condition of the Assets or business and operations of Seller relating to the System.

5.3 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

5.4 Seller Authorizations

Seller shall have furnished AQUA with certified copies of all proceedings of Seller, including

a signed and certified copy of the appropriate document(s) authorizing the transactions hereby contemplated, as AQUA reasonably shall require.

5.5 Opinion of Counsel

Counsel for Seller shall have delivered to AQUA at Closing an opinion of such counsel, in form and substance consistent with that identified as Schedule 5.5.

5.6 Governmental Approvals

AQUA shall have received all governmental authorizations needed for the transfer of the Assets, including, but not limited to, adoption and approval of an Order from Ohio Public Utilities Commission, authorizing: (a) the transfer of the Assets as contemplated by this Agreement; (b) AQUA to provide water service to the residents in the Service Area; and (c) Seller to abandon such Service Area (if applicable). Such governmental authorizations, orders, authorizations and approvals by the Ohio Public Utilities Commission shall be in form and substance satisfactory to AQUA in its sole discretion.

5.7 Material Damage / Change

The Assets shall not be, or be threatened to be, materially adversely affected by fire, explosion, earthquake, disaster, accident, cessation or interruption of utility or other services, flood, drought, lack of water supply, contamination of water supply, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy, or any other event or occurrence. In addition, all representations and warranties of Seller in this Agreement shall be such that they are and remain true and correct as of Closing and AQUA shall have been furnished with a certificate or certificates of Seller dated the Closing Date, signed by an officer of Seller, certifying, in such detail as AQUA may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties made by Seller in this Agreement are true and correct as of Closing except as disclosed by Seller pursuant to Section 3.1(e).

5.8 Satisfaction of AQUA

All actions, proceedings, resolutions, instruments and documents required to carry out this Agreement or incidental hereto and all other related matters shall have been approved on the Closing Date by AQUA in the exercise of its reasonable judgment.

5.9 Simultaneous Closings

In conjunction with and simultaneous with the Closing of the System hereunder, each of the following shall have occurred or will occur, each of which shall be considered a condition of Closing hereunder:

(a) William N. Robertson, Jon D. Robertson, James H. Robertson and AQUA shall have signed the Agreement of Transfer of Real Estate attached hereto as Schedule 5.9(a) and

William N. Robertson, Jon D. Robertson, and James H. Robertson shall have transferred the real estate parcel described therein to AQUA. The parties understand and agree that such final Agreement of Transfer of Real Estate is subject to final survey and any required platting, such final survey or legal description to be mutually agreeable to the parties and such agreement shall transfer approximately Forty-Eight (48) total acres, at the price of Ten Thousand and 00/100 Dollars ($10,000.00) per acre, compromising the Parcels for Wells Six (6), Seven (7), Nine (9) and any appropriate sanitary control easement areas;

(b) Jon D. Robertson and AQUA shall have signed the Agreement of Transfer of Real Estate attached hereto as Schedule 5.9(b) and Jon D. Robertson shall have transferred the real estate parcel described therein to AQUA. The parties understand and agree that such final Agreement of Transfer of Real Estate is subject to final survey and any required platting, such final survey or legal description to be mutually agreeable to the parties and such agreement shall transfer approximately Five (5) total acres, at the price of Ten Thousand and 00/100 Dollars ($10,000.00) per acre, compromising the Parcels for Well Eight (8) and any appropriate sanitary control easement area;

(c) Tomahawk Utilities and AQUA shall have signed the Asset Purchase Agreement attached hereto as Schedule 5.9(c) and the closing therein shall have or shall occur simultaneous with the Closing herein.

6. REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Seller hereby represents and warrants to AQUA as follows:

(a) Organization. Seller is duly organized, validly existing and in good standing under the laws of the State of Ohio.

(b) System Ownership. Except for the property to be transferred pursuant to the transactions referenced in Sections 5.9 (a) and (b) and the Lake Mohawk Lease to be obtained pursuant to Section 5.1(a) above, to the best of Seller's knowledge, Seller holds the right, title and interest to the Assets and facilities comprising the System that are adequate to permit Seller to operate the same. .

(c) Current Operations. Except for the transactions referenced in Sections 5.9 (a) and (b) and the Lake Mohawk Lease to be obtained pursuant to Section 5.1(a) above, to the best of Seller's knowledge, Seller has all requisite power and authority and all agreements, contracts, commitments, leases, certificates, licenses, permits, regulatory authorizations and other instruments required to conduct the business of the System as it has been and is now being conducted and to own and operate the System.

(d) Legal Authority. Subject to the issuance of all necessary governmental and regulatory approvals, Seller has the full power and lawful authority to transfer to AQUA all of its rights, title and interest in and to the System.

(e) Due Authorization; Valid and Binding. Seller has the full power and lawful authority to execute and deliver this Agreement and all related agreements and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement and all related documents and agreements by all necessary proceedings. This Agreement and all related agreements constitute the valid and binding obligation of Seller.

(f) No Approvals or Violations. Subject to the issuance of all necessary governmental and regulatory approvals, and to the consent of any third party contractors that are parties to any of the surviving contracts listed on Schedule 1.4, this Agreement does not require any further approvals of any other party, to the best of Seller's knowledge does not violate any law, ordinance or regulation, does not conflict with any order or decree, and does not conflict with or result in a breach of any contract, lease or permit to which Seller is a party.

(g) Party to Decree. Seller is not party to, or to Seller's knowledge subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the System or the Assets.

(h) Defeasance. As of the Closing, (if applicable) the Seller's bonds, (hereinafter referred to as the "Bonds"), if any, will be defeased, and any and all liens and encumbrances on the Assets will have been removed. The Defeasance will be done in a proper and lawful manner.

(i) List of Assets. To the best of Seller's knowledge Schedule 1.1 contains a true and complete list of the Assets.

(j) Customer Records. To the best of Seller's knowledge the data contained in the customer records provided to AQUA is true and accurate.

6.2 Except as set forth on Schedule 6.2, Seller hereby represents and warrants to AQUA as follows:

(a) Title of Assets. To the best of Seller's knowledge, except for any mortgages or liens that are to be satisfied prior to or with the use of proceeds to be provided by AQUA at Closing, Seller has good and marketable title to the Assets, free and clear of all liens, encumbrances and security interests, but subject to such easements, rights of way, leases, restrictions and other matters and encumbrances appearing on record in the Carroll County, Ohio Real Estate Records.

(b) Undisclosed Liabilities. To the best of Seller's knowledge, except for any mortgages or liens that are to be satisfied prior to or with the use of proceeds to be provided by AQUA at Closing, there are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Assets. For purposes of this Agreement, the term liabilities shall include, without limitation, any direct or indirect

indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility either accrued, absolute, contingent or otherwise.

(c) No Other Parties. Except for the property to be transferred pursuant to the transactions referenced in Sections 5.9 (a) and (b) above and the Lake Mohawk Lease to be obtained pursuant to Section 5.1(a) above, to the best of Seller's knowledge, no person other than Seller owns or has any interest in any equipment or other tangible assets or properties currently utilized or necessary to the operations or business of the Seller's Assets, excluding such equipment or tangible items that are owned by Seller's customers or contractors that are necessary for and are used in the operation of the System.

(d) Adequacy of Rights. To the best of Seller's knowledge all agreements, contracts, commitments, leases, certificates, permits and other instruments related to the Assets to which Seller is a party and which are included on Schedule 1.4 are valid and enforceable in accordance with their terms, are in good standing, and the parties thereto are in compliance with the provisions thereof. To the best of Seller's knowledge, no party to such an agreement is in default in the performance, observance or fulfillment of any material obligation, covenant or condition contained therein, and no event has occurred, which with or without the giving of notice or lapse of time, or both, would constitute a default thereunder.

(e) Adequacy of Property Rights. To the best of Seller's knowledge, all leases, licenses, rights of way, and easements related in any manner to the assets and properties comprising the Seller's Assets and all other instruments, documents and agreements pursuant to which Seller has obtained the right to use any real property in connection with the Assets are in good standing, valid and effective in accordance with their respective terms, and to the best of Seller's knowledge with respect thereto, there is no existing default or event which could constitute a default. To the best of Seller's knowledge, Seller possesses all property rights necessary to operate the Assets.

(f) Rights to Facilities. Subject to the completion of the transactions referenced in Sections 5.9 (a) and (b) and the acquisition of the Lake Mohawk Lease to be obtained pursuant to Section 5.1(a) above, to the best of Seller's knowledge Seller has good and valid rights to occupy and to obtain access to the areas where the distribution lines and other facilities of the Assets are located.

(g) Pending Litigation. There are no pending claims, or actions or to the best of Seller's knowledge there are no, investigations or legal or administrative proceedings regarding the Assets or Seller's ability to transfer the Assets.

(h) Threatened Litigation. To the best of Seller's knowledge, there are no threatened claims, actions, investigations or legal or administrative proceedings regarding the Assets or Seller's ability to transfer the Assets, nor does Seller know of any basis for any such claim, action or proceeding.

(i) Contract for Refunds. Seller is not a party to any contract for future payment of refunds under any extension agreement, customer deposit agreement or similar agreement with respect to the Assets.

(j) Contract with Suppliers, Vendors and Contractors. Seller is not a party to any contract for the purchase of, or payment for supplies, equipment or for services related to the System which will not be satisfied prior to Closing (construction, renewal and replacement and other projects) and the supplier contracts shall be satisfied up to Closing by the Seller within sixty (60) days after Closing as an obligation of the Seller. AQUA is responsible for all suppliers, vendors and/or contractors obligations entered into after the time of Closing and/or arising under any surviving contracts assumed by AQUA as listed on Schedule 1.4 hereunder.

(l) No Material Change. Within the past 12 months, Seller has not received any notice of revocation or limitation upon any governmental permit or authorization in connection with the operation of the Utility System.

(m) No Material Adverse Conditions. To the best of Seller's knowledge there are no conditions or developments existing or, to the knowledge of Seller, threatened which would have a material adverse effect on the Assets.

(n) Compliance with Law. Within the last 12 months, Seller has not received any notice of and to the best of Seller's knowledge is not in material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject and to the best of Seller's knowledge, Seller has not failed to obtain, or to adhere to the requirements of, any certificate, license, permit or other governmental authorization necessary to the ownership of its assets and properties or to the conduct of its business.

6.3 Except as set forth in Schedule 6.3 and except the present use of asbestos cement pipe that is a part of the water distribution system and a part of the Assets hereunder, Seller hereby represents and warrants to and with AQUA as follows with respect to compliance with environmental laws:

(a) Compliance with Law. Within the last 12 months, Seller has not received any written notice or to Seller's knowledge any other notice that Seller or the System has violated any Environmental Laws (as hereinafter defined).

(b) Adequacy of Permits. To the best of Seller's knowledge, Seller has obtained and continues to possess all permits, licenses, approvals or other authorizations which are required under the Environmental Laws, and Seller has filed such timely and complete renewal applications as may be required prior to the Closing Date, and also has complied with all reporting and record keeping requirements under the Environmental Laws.

(c) Environmental Conditions. To the best of Seller's knowledge, there are no past or present events, conditions, circumstances, activities, practices, incidents, actions or plans pertaining or relating to the Assets which may impede or prevent continued compliance with the Environmental Laws or which may give rise to any civil or criminal liability under the Environmental Laws.

(d) Compliance with Decrees. Within the last 12 months, Seller has not received any written notice or to Seller's knowledge any other notice that Seller has violated any applicable orders, decrees, judgments and notices issued against the Seller under or in connection with the Environmental Laws.

As used in this Agreement, the following terms shall have the following meaning:

The term "Environmental Laws" shall include all federal, state and, local environmental laws and regulations, including, without limitation, the Clean Water Act ("CWA"), also known as the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. § 1251 et seq., the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), 7 U.S.C. §§ 136 et. seq., the Safe Drinking Water Act ("SDWA"), 42 U.S.C. §§ 300 (f) et seq., the Surface Mining Control and Reclamation Act ("SMCRA"), 30 U.S.C. §§ 1201 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), Public Law 99-499, 100 Stat., 1613, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901, the Atomic Energy Act ("AEA"), Act of August 30, 1954, Ch. 1073,68 Stat. 919 (codified as amended in scattered sections of 5 U.S.C. and 42 U.S.C.). Any reference to a legislative act or regulation shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments, opinions directives or notices issued thereunder.

The term "Environmental Condition" shall mean any condition or circumstance related to the Assets, whether created by Seller or any other party, which (1) required or requires abatement or correction under an Environmental Law, or (2) has given or may give rise to any civil or criminal liability under an Environmental Law, or (3) has created or may create a public or private nuisance, including the presence of asbestos, PCB's, hazardous substances, petroleum products, radioactive waste or radon, on, in or about the Assets.

6.4 Seller hereby represents and warrants to AQUA as follows with respect to fire service:

(a) Agreements with Customers. Seller has not entered into an agreement to provide fire service to any customer;

(b) Representations about Fire Service. To the best of Seller's knowledge, Seller has not made a written representation to any customer or other person, business or governmental agency that the system is capable of providing flows to fight any fire.

6.5 No Misleading Statements

To the best of Seller's knowledge no representation or warranty by Seller in this Agreement or in any document delivered or to be delivered pursuant hereto or in connection herewith, and no statement, document, agreement, information or certificate made or furnished or to be made or furnished by Seller to AQUA pursuant hereto or in connection with the negotiation, execution or performance of this Agreement, now and as of the Closing Date, contain any untrue statement of a material fact.

6.6 Seller's Knowledge

As used in this Agreement, the reference to "the best of Seller's knowledge" refers to the actual knowledge of Jon Robertson, as such knowledge was obtained in the ordinary course of his management of Seller's operations.

6.7 Documents Produced

Seller will deliver at closing to AQUA true and complete copies of the agreements, contracts, commitments, leases, certificates, permits and other instruments, documents and undertakings as required in this Agreement.

6.8 Disclaimer of Implied Warranties

Except for the warranties expressly set forth above in writing, Seller makes no other representations or warranties with respect to Seller, the System or the Assets, and all Implied warranties, including but not limited to the implied warranties of merchantability, and fitness for any particular purpose are hereby disclaimed. In addition, AQUA acknowledges and agrees that other than the warranties expressly contained herein, Seller has not made any representation or warranty regarding the condition of any of the Assets at the time of the execution hereof and as of the Closing Date. AQUA agrees and acknowledges that it shall have the sole obligation of conducting such inspections, assessments and evaluations of the Assets prior to Closing, other than the express representations and warranties expressly provided herein by Seller. AQUA shall accept the Assets and Seller's right title and interest therein in the Assets' then **AS IS AND WHERE IS CONDITION**.

6.9 Real Estate and Schedule Updates

At any time up to the tenth Business Day prior to the Closing, the Seller may (but shall not have the obligation to) deliver a written update to any of their Disclosure Schedules (the "Disclosure Schedule Supplement") and, subject to the proviso at the end of this sentence, such Disclosure Schedule Supplement shall amend and supplement the Disclosure Schedules such that the information contained in the Disclosure Schedule Supplement shall be deemed included in the Disclosure Schedules for all purposes hereunder, including with respect to the satisfaction of the conditions to Closing contained herein. Notwithstanding the foregoing, if a party objects to a Disclosure Schedule Supplement, the sole remedy shall be to immediately terminate this Agreement.

7. REPRESENTATIONS AND WARRANTIES OF AQUA

7.1 AQUA hereby represents and warrants to Seller as follows:

(a) Organization. AQUA is a corporation duly organized and validly existing and in good standing under the laws of the State of Ohio.

(b) Due Authorization; Valid and Binding. AQUA has the full power and lawful authority to execute this Agreement and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement by all necessary proceedings. This Agreement constitutes the valid and binding obligations of AQUA.

(c) Financial Wherewithal. AQUA has the financial wherewithal to complete the purchase of the Assets as contemplated hereunder and upon completion of Closing, to operate and manage the Assets at, or exceeding, the level of service provided by the Seller prior to Closing.

(d) No Approvals or Violations. To the best of AQUA's actual knowledge, subject to the issuance of all necessary governmental and regulatory approvals, this Agreement does not require any further approvals of any other party, does not violate any law, ordinance or regulation, does not conflict with any order or decree and does not conflict with or result in a breach of any contract, lease or permit to which AQUA is a party.

(e) Party to Decree. AQUA is not party to, or to AQUA's knowledge subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the operation of a water and/or a waste water utility system or otherwise would have an adverse impact upon its ability to close the transaction contemplated herein and continue the operation of the System for retail water distribution to Seller's customers.

(f) Pending Litigation. There are no pending claims, and to the best of AQUA's knowledge there are no actions, investigations or legal or administrative proceedings regarding the operation of AQUA's business that would have an adverse affect upon its ability to close the transaction contemplated herein and continue the operation of the System for retail water distribution to Seller's customers.

(g) Threatened Litigation. To the best of AQUA's knowledge, there are no threatened claims, actions, investigations or legal or administrative proceedings against AQUA that could have an adverse impact upon AQUA's ability to close the transaction contemplated herein and continue the operation of the System for retail water distribution to Seller's customers.

(h) Compliance with Law. AQUA has not received any notice of a material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject which would prevent AQUA from

performing its obligations under this Agreement.

(i) Compliance with Law. AQUA has not received any written notice that AQUA or any of its operations has violated any Environmental Laws to the extent that such violation would prevent AQUA from performing its obligations under this Agreement.

(k) As used in this Agreement, the reference to "the best of AQUA's knowledge refers to the actual knowledge of Edmund "Ed" P Kolodziej, President of AQUA, as the knowledge that each such person would have reasonably obtained in the ordinary course of managing Buyer's operations.

8. INDEMNIFICATION

8.1 Indemnification of Seller

From and after the Closing, AQUA will reimburse, indemnify and hold Seller and its officers and employees harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of third party claims related to:

(a) the provision of water service by AQUA for the period following Closing;

(b) issues of regulatory compliance and claims by third parties for events that occur following the date of Closing;

(c) the failure of AQUA to perform any of its covenants hereunder;

(d) the negligent or willful misconduct of AQUA or any of its officers, employees, agents, and/or contractors;

(e) any third party claims arising out of a misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of AQUA under this Agreement, or from any misrepresentation in, or omission from, any Schedule or information furnished to Seller pursuant to this Agreement; and

(f) the enforcement of this Section 8.

8.2 Indemnification of AQUA

From and after the Closing, Seller will reimburse, indemnify and hold AQUA and its affiliates, and their officers, directors and employees, harmless, up to the limit of Two Million Dollars ($2,000,000.00), from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

(a) any third party claims relating to liabilities or obligations of Seller under pre-existing contract entered into by Seller, except for those liabilities and obligations of Seller which AQUA specifically assumes pursuant to Section 1.4 of this Agreement or that otherwise may be caused by or attributable to any act or omission of AQUA or AQUA's entry upon any of the property or access to any of the Assets prior to or after Closing;

(b) any third party claims arising out of a misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of Seller under this Agreement, or from any misrepresentation in, or omission from, any Schedule or information furnished to AQUA pursuant to this Agreement or in connection with the negotiation, execution or performance of this Agreement;

(c) any third party claims alleging or based on negligence or willful misconduct of Seller in the provision of water service by Seller for the period prior to the date of Closing;

(d) issues of regulatory compliance and claims by third parties for injuries that occurred prior to Closing;

(e) Seller's tax liability; and/or

(f) the enforcement of this Section 8.

8.3 General

(a) Each party shall provide the other party with reasonable notice of any claims arising under this Section 8. The indemnification rights of the parties under this Section 8 are independent of and in addition to such rights and remedies as the parties may have at law or in equity or otherwise for any misrepresentation, breach of warranty, or failure to fulfill any agreement or covenant hereunder.

(b) Nothing herein shall be construed to limit or diminish any rights of the parties in any action pursuant to this agreement whether based in contract or otherwise, except as to claims for indemnification of third party claims.

9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and agreements made by the parties in this Agreement or in any agreement, document, statement or certificate furnished hereunder or in connection with the negotiation, execution and performance of this Agreement shall survive the Closing for a period of 18 months.

10. LIABILITY

Except for any claim of the Buyer for fraud or intentional misrepresentation, the parties' liability for any claim for breach, misrepresentation or failure to fulfill any covenant brought under this Agreement shall not exceed the total Purchase Price as defined in Section 1.3 of this Agreement. Under no circumstances shall either party be liable for any punitive or exemplary damages, lost profits or other similar items and under no circumstances shall damages be calculated based upon the use of a "multiplier" or similar method having a similar effect.

11. MISCELLANEOUS

11.1 Contents of Agreement; Parties in Interest; etc.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the parties hereto. Any and all previous agreements and understandings between or among any or all of the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

11.2 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and permitted assigns of Seller or AQUA.

11.3 Waiver

Any term or provision of this Agreement may be waived at any time by the party or parties entitled to the benefit thereof by a written instrument executed by such party or parties.

11.4 Notices

Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by telegram or by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to AQUA:

Edmund P Kolodziej, Jr.
President and Chief Operating Officer
6650 South Avenue
Boardman OH 44512

If to Seller:

Jon Robertson
President of Mohawk Utilities, Inc.
7326 Canton Road, NW

Malvern, Ohio 44644

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered, telegraphed or mailed.

11.5 Law to Govern

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without giving effect to any conflicts of laws provisions.

11.6 No Benefit to Others

The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and their legal representatives, successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

11.7 Headings, Gender, etc.

All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

11.8 Exhibits and Schedules

All Exhibits, Attachments and Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

11.10 Severability

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the involved or unenforceable provision causes this Agreement to fail of its essential purpose.

11.11 Counterparts

This Agreement may be executed in any number of counterparts and any signatory hereto may

execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all signatories. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. A facsimile or electronic signature shall be considered an original signature.

11.12 Agreement Drafted by Both Parties

This Agreement shall be deemed to have been drafted by all parties and in the event of any ambiguity, the wording of the agreement shall not be construed against any particular party as the drafter via the doctrine of *contra proferentem*.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly executed this Agreement on the date first written.

SELLER: Mohawk Utilities, Inc.

Jon D. Robertson

By: _____

Its: President

AQUA OHIO, Inc.

Edmund P Kolodziej, Jr.

By:_____

Its: President

LIST OF
SCHEDULES

SCHEDULES

Schedule 1.1	List of Assets
Schedule 1.2(e)	Excluded Assets
Schedule 1.4	Assumed Obligations of Seller
Schedule 5.1(a)	Form of Lease Agreement with LMPOA
Schedule 5.5	Form of Opinion of Seller's Counsel
Schedule 5.9(a)	Form of Real Estate Transfer Agreement with William N. Robertson, Jon D. Robertson, James H. Robertson and AQUA
Schedule 5.9(b)	Form of Real Estate Transfer Agreement with Jon D. Robertson and AQUA
Schedule 5.9(c)	Asset Purchase Agreement Tomahawk Utilities and AQUA
Schedule 6.2	Exceptions to Seller's Representations and Warranties
Schedule 6.3	Exceptions to Seller's Environmental Representations and Warranties

TOMAHAWK UTILITY INC. / AQUA OHIO, INC.

SCHEDULE 6.2 EXCEPTIONS TO SELLER'S REPRESENTATIONS AND WARRANTIES

The following are exclusions to Seller's representations and warranties listed in section 6.2 of the Agreement:

1. Seller has some customers who pay their bill for the entire year in advance.

TOMAHAWK UTILITY INC. / AQUA OHIO, INC.

SCHEDULE 6.3 EXCEPTIONS TO SELLER'S ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES

The following are exclusions to Seller's representations and warranties listed in section 6.3 of the Agreement:

1. Seller does not have any exceptions to the environmental representations and warranties under this Agreement.

EXHIBIT 3

Metes and bounds description of
Mohawk and Tomahawk service areas

(Will be filed as a late-filed exhibit)

EXHIBIT 4

Aqua Ohio, Inc.'s proposed tariff cover pages
for the tariffs of Mohawk Utilities, Inc. and Tomahawk Utilities, Inc.

TARIFF P.U.C.O. NO. 3

AQUA OHIO, INC.

Schedule of Rates, Rules, & Regulations
Water Service to Lake Mohawk Subdivision
Brown and Harrison Subdivision
Carroll County, Ohio

AQUA OHIO, INC.
6650 SOUTH AVENUE
BOARDMAN, OHIO 44512

TARIFF P.U.C.O. NO. 2

Schedule of Rates, Rules, and Regulations
Governing the furnishing of water service
to Lake Tomahawk Subdivision
Middleton Subdivision
Columbiana County, Ohio

EXHIBIT 5

Aqua Ohio, Inc.'s proposed bill formats
(includes Unmetered and Volumetric bills)

[Proposed Unmetered Service Bill]

AQUA

Service To:
ROBERT C. BARRAS
394 UTE TR
MONTPELIER, OH 43543

Account Number
001270248 0937908
SENECA
1230410 PWSID # OH8601512

Seneca
762 W. Lancaster Avenue
Bryn Mawr, PA 19010-3489

Toll Free: **877.987.2782**
Fax: **866.780.8292**
www.aquaamerica.com

Questions about your water service?... Contact us before the due date.

Bill Date	Total Amount Due	Current Charges Due Date
September 29, 2014	**$ 41.93**	**October 21, 2014**

Billing Detail

For period
beginning **August 27, 2014** and ending **September 26, 2014**

Amount Owed from Last Bill	$ 39.24
Total Payments Received	39.24
Remaining Balance	**0.00**
Total Water Charges	41.93
Amount Due ON or BEFORE 10/21/14	**$ 41.93**
Amount Due AFTER the Current Due Date	**$ 44.03**

Message Center (see reverse side for other information)

- Would you like to quickly and easily learn important information about your water? Please let us know how you want to be contacted via our new automated notification system by clicking on the Aqua Notify button at www.aquaamerica.com.
- The due date refers to current charges and any deferred payment amount only. If you do not pay your bill on time, your service could be subject to interruption. To ensure proper credit, please remember to provide your full 16-digit account number when paying your bill.

Keep top portion for your records.
Return this portion with your payment.

AQUA **Water Bill**
Seneca
762 W. Lancaster Avenue • Bryn Mawr, PA 19010-3489

PLEASE DO NOT REMIT PAYMENT TO THE ABOVE ADDRESS

Cyc=23QK 1up=1508239 Seq=16009 0937908

ROBERT C. BARRAS
394 UTE TRL
MONTPELIER OH 43543-9454

Service To:
ROBERT C. BARRAS
394 UTE TR
MONTPELIER, OH 43543

Account Number - Please print on your check
001270248 0937908

Amount Due	Withdrawn On or After
$ 41.93	**October 21, 2014**

Do Not Pay
Your bill will be paid through ZipCheck Automatic Payment Program.

Go paperless! You can keep Zipcheck for payment and reduce your clutter. Visit www.aquaamerica.com/aquaonline for more information.

D:1-4

Important Customer Information

Toll Free: 877.WTR.AQUA or 877.987.2782 **Fax: 866-780-8292** **www.aquaamerica.com**

We welcome the opportunity to work with you and will do our best to answer your questions. If your complaint is not resolved after you have called Aqua Ohio, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.pickocc.org.

If you have a billing question or complaint, call or write to us before the due date on your bill. When writing, please use a separate piece of paper and include your name, address, and account number. Notes written on the bill may delay processing of your payment. Our customer service address is listed on the front of the bill. You may also contact us for a rate schedule which is an explanation of how to verify that your bill is correct or for an explanation of our charges. Please notify our office immediately upon change of occupancy, ownership or mailing address, as the customer is responsible for all charges until we are notified.

If your bill is based on zero usage, there may be a problem with your meter reading equipment. If there is a problem with your meter reading equipment, you will be responsible for the water usage or leakage not reported on this bill. Please call customer service if you have any questions or to have your meter reading equipment serviced.

EXPLANATION OF TERMS

Actual Read: Meter reading obtained by a company employee or one of our automatic meter reading systems.

Customer Charge: This charge covers the cost of having water service available, including operations, maintenance, meter reading, and other necessary services that are not covered under the consumption charge. It is billed whether or not you use any water.

Customer Read: Meter reading obtained from our customer.

Employee Identification: All company employees carry an identification card showing their picture and employee number.

Estimated Bill: When we are unable to read your meter, we base the bill on your past water use. If you receive an estimated bill, you may have a new bill by reading the meter and calling the company with that reading. Note, revised bills will not be issued after the due date of the estimated bill.

Late Charge: A penalty of 5 percent on current billing amounts.

Meter Reading: We attempt to read the water meter every billing period. We either have our meter reader visit your property or obtain the reading through one of our automatic meter reading systems.

System Improvement Charge: SIC is a percentage charge that is applied to the bill. The charge covers costs associated with replacing aging distribution system facilities, such as water mains, service lines, valves, fire hydrants.

Method of Payment: You can pay your bill by any of the following methods:

By mail: Place your check or money order in the enclosed pre-addressed envelope. Put a stamp on the envelope and mail it to us. Aqua OH: P.O. Box 1229, Newark, NJ 07101-1229. DO NOT SEND CASH.

By phone: Customers with bank accounts or credit cards may pay their bills over the phone for a fee by calling this toll free number: 866.269.2906. Customers with bank accounts may also pay through their bank. (Call the company or your bank for details)

In Person: Pay in person (with cash or check) at convenient Western Union locations throughout Aqua Ohio's service territory. Payments are credited to your account the same day or the next business day if you make payments on a weekend or holiday. Please call us or visit https://www.aquaamerica.com/media/22362/currentbillpaylocations.pdf to find the Western Union location closest to you.

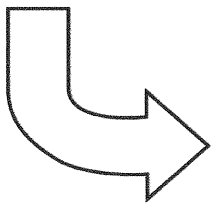
Aqua Online: For us, being green comes naturally. That's why we're happy to introduce Aqua Online. Now you can enjoy the convenience of paperless billing while helping us take care of the environment. Visit www.aquaamerica.com/aquaonline today to make the switch!

ZipCheck®: A program in which your payment is automatically deducted from your bank account. You save the cost of postage and using bank checks. Details and applications are available from the company. Please call our Customer Service Department.

Return Payment Charge: If for any reason your payment is returned to us from the bank, we will add a service charge to your account.

Please tear along the fold and return this portion with your payment.

PLACE THIS STUB SO THAT THE NAME "Aqua OH" SHOWS THROUGH THE WINDOW OF THE PAYMENT ENVELOPE.



Save a stamp.

Sign up for ebilling today!

www.aquaamerica.com/aquaonline

Aqua OH

P.O. Box 1229

Newark, NJ 07101-1229

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[Proposed Volumetric Service Bill]

AQUA

Service To:
JENNIFER GEARHART
1744 OBERLIN AVE SW
MASSILLON, OH 44647-7462

Account Number
001181291 0860709
STARK/MASSILLON
1230200 PWSID # OH7604512

Stark Regional Division
762 W. Lancaster Avenue
Bryn Mawr, PA 19010-3489

Toll Free: **877.987.2782**
Fax: **866.780.8292**
www.aquaamerica.com

Questions about your water service?... Contact us before the due date.

Bill Date	Total Amount Due	Current Charges Due Date
September 23, 2014	**$ 87.54**	**October 15, 2014**

Meter Data

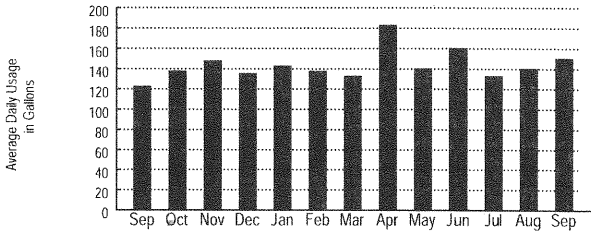
Meter	Size	Billing Period	Days	Read Type	Meter Readings	Usage	Units
65410731	5/8	09/17/14	29	Actual	428400	4,400	Gallons
		08/19/14		Actual	424000		

Average Daily Usage = 151 Gallons Total Days: 29 Total Usage: 4,400 Gallons

Billing Detail

Amount Owed from Last Bill	$ 100.49
Total Payments Received	53.00
Remaining Balance	**47.49**
Customer Charge	12.06
4,400 gallons @ $0.0059488 per gallon	26.17
Total Water Charges	38.23
Late Charge	1.82
Amount Due ON or BEFORE 10/15/14	**$ 87.54**
Amount Due AFTER the Current Due Date	**$ 89.45**

Water Usage History



Read Types: ■ **Actual** □ **Estimated** ▒ **Customer**

Message Center (see reverse side for other information)

- Would you like to quickly and easily learn important information about your water? Please let us know how you want to be contacted via our new automated notification system by clicking on the Aqua Notify button at www.aquaamerica.com.
- The due date refers to current charges and any deferred payment amount only. If you do not pay your bill on time, your service could be subject to interruption. To ensure proper credit, please remember to provide your full 16-digit account number when paying your bill.

Keep top portion for your records.
Return this portion with your payment.

AQUA **Water Bill**
Stark Regional Division
762 W. Lancaster Avenue • Bryn Mawr, PA 19010-3489

PLEASE DO NOT REMIT PAYMENT TO THE ABOVE ADDRESS

Cyc=23AG 1up=1505533
Seq=32049
0860709

JENNIFER GEARHART
1744 OBERLIN AVE SW
MASSILLON OH 44647-7462

Service To:
JENNIFER GEARHART
1744 OBERLIN AVE SW
MASSILLON, OH 44647-7462

Account Number - Please print on your check
001181291 0860709

On or Before	Pay This Amount
10/15/14	**$ 87.54**
After	Pay This Amount
10/15/14	**$ 89.45**

Amount Enclosed
$ ☐☐.☐☐

Please make check payable to
Aqua OH
MAIL TO ADDRESS ON BACK OF THIS STUB

00118129108607090000000087546

D:1-2

Important Customer Information

Toll Free: 877.WTR.AQUA or 877.987.2782 Fax: 866-780-8292 www.aquaamerica.com

We welcome the opportunity to work with you and will do our best to answer your questions. If your complaint is not resolved after you have called Aqua Ohio, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.pickocc.org.

If you have a billing question or complaint, call or write to us before the due date on your bill. When writing, please use a separate piece of paper and include your name, address, and account number. Notes written on the bill may delay processing of your payment. Our customer service address is listed on the front of the bill. You may also contact us for a rate schedule which is an explanation of how to verify that your bill is correct or for an explanation of our charges. Please notify our office immediately upon change of occupancy, ownership or mailing address, as the customer is responsible for all charges until we are notified.

If your bill is based on zero usage, there may be a problem with your meter reading equipment. If there is a problem with your meter reading equipment, you will be responsible for the water usage or leakage not reported on this bill. Please call customer service if you have any questions or to have your meter reading equipment serviced.

EXPLANATION OF TERMS

Actual Read: Meter reading obtained by a company employee or one of our automatic meter reading systems.

Customer Charge: This charge covers the cost of having water service available, including operations, maintenance, meter reading, and other necessary services that are not covered under the consumption charge. It is billed whether or not you use any water.

Customer Read: Meter reading obtained from our customer.

Employee Identification: All company employees carry an identification card showing their picture and employee number.

Estimated Bill: When we are unable to read your meter, we base the bill on your past water use. If you receive an estimated bill, you may have a new bill by reading the meter and calling the company with that reading. Note, revised bills will not be issued after the due date of the estimated bill.

Late Charge: A penalty of 5 percent on current billing amounts.

Meter Reading: We attempt to read the water meter every billing period. We either have our meter reader visit your property or obtain the reading through one of our automatic meter reading systems.

System Improvement Charge: SIC is a percentage charge that is applied to the bill. The charge covers costs associated with replacing aging distribution system facilities, such as water mains, service lines, valves, fire hydrants.

Method of Payment: You can pay your bill by any of the following methods:

By mail: Place your check or money order in the enclosed pre-addressed envelope. Put a stamp on the envelope and mail it to us. Aqua OH: P.O. Box 1229, Newark, NJ 07101-1229. DO NOT SEND CASH.

By phone: Customers with bank accounts or credit cards may pay their bills over the phone for a fee by calling this toll free number: 866.269.2906. Customers with bank accounts may also pay through their bank. (Call the company or your bank for details)

In Person: Pay in person (with cash or check) at convenient Western Union locations throughout Aqua Ohio's service territory. Payments are credited to your account the same day or the next business day if you make payments on a weekend or holiday. Please call us or visit https://www.aquaamerica.com/media/22362/currentbillpaylocations.pdf to find the Western Union location closest to you.

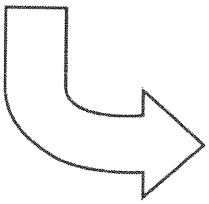
Aqua Online: For us, being green comes naturally. That's why we're happy to introduce Aqua Online. Now you can enjoy the convenience of paperless billing while helping us take care of the environment. Visit www.aquaamerica.com/aquaonline today to make the switch!

ZipCheck®: A program in which your payment is automatically deducted from your bank account. You save the cost of postage and using bank checks. Details and applications are available from the company. Please call our Customer Service Department.

Return Payment Charge: If for any reason your payment is returned to us from the bank, we will add a service charge to your account.

Please tear along the fold and return this portion with your payment.

PLACE THIS STUB SO THAT THE NAME "Aqua OH" SHOWS THROUGH THE WINDOW OF THE PAYMENT ENVELOPE.



Save a stamp.

Sign up for ebilling today!

www.aquaamerica.com/aquaonline

Aqua OH

P.O. Box 1229

Newark, NJ 07101-1229

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EXHIBIT 6

Proposed legal notice of Application

LEGAL NOTICE

On October 17, 2014, Aqua Ohio, Inc. (whose principal place of business is 6650 South Avenue, Boardman, Ohio 44512) and Mohawk Utilities, Inc. and Tomahawk Utilities, Inc. (whose principal place of business is 7326 Canton Road NW, Malvern, Ohio 44644) filed a joint application with the Public Utilities Commission of Ohio (located at 180 E. Broad Street, Columbus, Ohio 43215), seeking Commission approval of the following:

(a) to transfer the assets of Mohawk and Tomahawk to Aqua in accordance with Sections 4905.48(B) and (C), Revised Code, the result of which would be that Aqua would purchase the water systems of both Mohawk and Tomahawk;

(b) to transfer Mohawk's certificate of public convenience and necessity to Aqua for the provision of water service;

(c) to amend Aqua's certificate of public convenience and necessity to include the service territory currently served by Tomahawk;

(d) to amend certain tariff pages and bill formats to reflect that Aqua is providing service in the areas formerly served by Mohawk and Tomahawk; and

(e) to remove Mohawk and Tomahawk from the rolls of Commission-regulated utilities.

Upon approval of this application, Aqua will provide service under the current rates and tariffs of both Mohawk and Tomahawk; this petition will not result in an increase in any rate, toll, classification, charge, or rental.

Any interested person, firm, corporation, or association may file an objection to this application. All such objections must be in written form, must describe the nature of the objector's interest in the application, and request for a hearing in this matter. All such objections must be filed with the Commission no later than _____. Unless the Commission receives an objection to the approval of this application, it will decide the case based on the information contained in its file. For additional information regarding this matter, interested parties may view the Commission's website at http://www.puco.ohio.gov, select "Docketing Information System (DIS)," and input 14-1840-WW-ATR in the "Case Lookup" field. Alternatively, any interested parties may contact the Commission's Consumer Call Center at 1-800-686-7826 or (614) 466-3292; the hearing impaired may reach the Commission via 7-1-1 (TTY-TDD).

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/17/2014 5:07:18 PM

in

Case No(s). 14-1840-WW-ATR, 14-1848-WW-ATC, 14-1842-WW-AAC , 14-1843-WW-ATA

Summary: Application electronically filed by Mr. Gregory L. Williams on behalf of Aqua Ohio, Inc. and Mohawk Utilities, Inc. and Tomahawk Utilities, Inc.