

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of this 3rd day of June, 2024, by and among the Town of Ocean View, a municipality in the County of Sussex, State of Delaware having a business address of 201 Central Avenue, Ocean View, Delaware 19970 (“Seller” or the “Town”), and Tidewater Utilities, Inc., a Delaware public utility corporation, having an address of 1100 S. Little Creek Road, Dover, Delaware 19901 (“Buyer” or “TUI”)(Buyer and Seller are sometimes referred to herein each as a “Party” and together as the “Parties”).

RECITALS:

WHEREAS, Seller owns a central water supply distribution system (the “Water System”) that serves customers (the “Water System Customers”) in a portion of the Town as authorized by the Delaware Public Service Commission (the “PSC”) pursuant to certificate of public convenience and necessity granted by the PSC by Order 7317 in Docket 07-CPCN-46 (as amended or supplemented through the date hereof, the “Town’s CPCN”) and as described by the drawing attached hereto as Schedule A-1 and by the list of the Town’s water accounts by tax map numbers attached hereto as Schedule A-2 (as described in such schedules, the “Service Area”) and Seller owns all right, title and interest to certain facilities, equipment, infrastructure, improvements and appurtenances to the Water System and easements, rights of way, permits, licenses, approvals, and accounts associated therewith relating to the operations, maintenance and use of the Water System (hereinafter, as more particularly described in Schedule B-1 and Schedule B-2, collectively including the Water System, the “Acquired Assets”); and

WHEREAS, Seller owes certain sums associated with the financing of the construction of the Water System under the terms of (i) the Water and Waste System Grant Agreement dated December 21, 2007 providing grant funding (the “Grants”) for the development and construction of the Water System (the “USDA Agreement”) between Seller and the United States Department of Agriculture (the “USDA”) and (ii) The Town of Ocean View Sussex County, Delaware General Obligation Bonds, Series of 2018 (the “Bonds”); and

WHEREAS, Seller desires to sell, assign and transfer to Buyer, and Buyer desires to purchase and acquire from Seller, the Water System, the Water System Customers and all of the assets, properties, easements, permits, licenses, approvals, rights and interests necessary for the proper ownership and operation of the Water System and comprising the Acquired Assets (except as expressly excluded herein) and to assume such Assumed Liabilities associated therewith (only to the extent expressed and defined hereinbelow) on the terms and conditions and for the consideration hereinafter set forth (the “Sale”); and

WHEREAS, Seller, Buyer and Buyer’s affiliate, White Marsh Environmental Systems, Inc. (“White Marsh”), are currently parties to that certain Water Service Agreement dated August 8, 2007 (as amended through the date hereof, the “Water Service Agreement”) pursuant to which Buyer (or White Marsh) supplies potable water to the Water System; provides meter reading; and provides operations and maintenance services for the Water System overseen by Buyer’s state licensed water system operator(s) as provided in the Water Service Agreement (collectively the “Services”);

NOW, THEREFORE, in consideration of the promises and covenants herein contained and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Sale of Acquired Assets.

(a) Acquired Assets. Subject to the terms and conditions of this Agreement, upon the satisfaction or waiver by the Parties (as applicable to them) of all the conditions precedent to Closing as defined and specified in Sections 9 and 10 of this Agreement, upon the closing of the transactions contemplated by this Agreement (the “Closing” and the date thereof, the “Closing Date”), in consideration of Buyer’s payment of the Purchase Price (as hereinafter defined) to Seller or its designee at Closing and for the other consideration set forth herein, Seller hereby agrees to sell, assign and transfer to Buyer, and Buyer hereby agrees to purchase and acquire from Seller, and assume responsibility (as set forth herein) for on the Closing Date (as hereinafter defined) all of the Acquired Assets, including without limitation the entirety of the Water System, as more particularly described on Schedule B-1 attached hereto and the easements providing rights of way for the Water System, as more particularly described on Schedule B-2 attached hereto (the “Easements”).

(b) Title to Acquired Assets.

(i) Subject to clauses (b)(ii), (b)(iii) and (b)(iv) of this Section 1, and except as otherwise expressly permitted herein, upon the Closing, Seller shall convey, good and marketable title to the Acquired Assets to Buyer free and clear of all claims, assessments, security interests, liens, restrictions and encumbrances, except for: the Assumed Liabilities or claims Buyer has expressly herein agreed to assume, if any, and subject to the rights of the Water System Customers to receive continued service from the Water System; Permitted Encumbrances (as defined in paragraph (iv) below); and other matters of record and as may or would have been disclosed in any title search, commitment, survey, water distribution system plan available to Buyer (except to the extent such matters resulted from Seller having taken any affirmative action to materially impair or encumber title to the Acquired Assets which action was not disclosed to Buyer prior to Closing (“Undisclosed Title Impairment”)).

(ii) Any interests in the Acquired Assets that constitute personal or intangible property (other than as assigned pursuant to the Assignment of Contracts) shall be conveyed by bill of sale substantially in the form of Schedule C hereto (the “Bill of Sale”) and any rights and duties under customer contracts and records (subject to Section 2(d) with respect to accounts receivable) shall be assigned and assumed (subject to Section 3) pursuant to an instrument in the form of Schedule C-1 hereto (the “Assignment of Contracts”).

(iii) Any interests in the Acquired Assets that constitute real property interests shall be conveyed by an Omnibus Assignment of Easements with Reservation of Rights substantially in the form of Schedule D-1 hereto (the “Easements Assignment”) and by a Franchise Agreement with Reservation of

Rights substantially in the form of Schedule D-2 hereto (the “Franchise Agreement”) and by the State Confirmation Letter (as defined in Section 6(l) below).

(iv) Buyer acknowledges that it has declined to order a commitment to insure title to the Easements or any other real property interests to be included in the Acquired Assets. Buyer further acknowledges that Buyer assumes all risks (except to the extent certain risks are expressly allocated to Seller in this Agreement) associated with not performing such title due diligence and/or not insuring title to such real property interests, and agrees that, upon Closing, Seller will convey, by special warranty, Seller’s title in such real property interests to Buyer as set forth in subsection (1)(b)(iii) above, subject to all encumbrances of record as of the Closing Date that would or should have been disclosed by such title work (“Permitted Encumbrances”) and, Buyer waives objections to title arising out of the Permitted Encumbrances, the existence of which shall not be the basis for any claim that the Seller will not or has not conveyed good and marketable title to the Acquired Assets except to the extent such claim arises from or relates to any Undisclosed Title Impairment.

2. Purchase Price.

(a) Purchase Price. The purchase price for the Acquired Assets shall be the sum of Four Million Six Hundred Seven Thousand Six Hundred Sixty and 00/100 United States Dollars (\$4,607,660.00) (the “Purchase Price”).

(b) Payment of Purchase Price. Buyer shall pay the Purchase Price in cash and in full on the Closing Date by wire transfer of immediately available funds into an escrow account to be held by Seller’s counsel, Morris James LLP (the “Escrow Agent”), to be disbursed upon or following Closing (as directed by Seller) in satisfaction of Seller’s obligations under the USDA Agreement, the Grants and the Bonds (as described in paragraph 4(j) herein) and to pay the fees and costs of Seller’s professionals and other transaction costs associated with the Sale (herein, “Transaction Costs”) as well as for any amounts payable by Seller in connection with any pro-rata, true up or other closing adjustments pursuant to this Section 2. If and to the extent that there are funds remaining in such escrow after making such payments and satisfaction of all Seller’s Closing obligations under this Agreement such excess funds shall be released to Seller, *provided, however*, that the Escrow Agent shall not be required to hold any such funds for more than one (1) year after the Closing. The Parties understand and agree for the benefit of the Escrow Agent that the Escrow Agent shall at all times be authorized to deliver any such funds in accordance with the terms of this Agreement or pursuant to written instructions executed by both Seller and Buyer; in the event of a dispute among the Parties as to the proper delivery of funds, (i) the Escrow Agent shall be authorized to file an action in interpleader to determine the Party entitled to the funds, (ii) the Escrow Agent shall be entitled to be reimbursed its reasonable legal fees, costs and expenses from the escrow funds, and (iii) the non-prevailing Party as determined by such proceeding, shall indemnify and hold harmless Escrow Agent from any other reasonable legal fees, costs and expenses associated with such proceeding; the Escrow Agent may act in reliance upon any writing, instrument, or signature that it in good faith believes to be genuine and may assume that any person

purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so; the Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner or execution or validity of any instrument deposited in such escrow nor for the identity, authority or right of any persons executing the same; the Escrow Agent's duties hereunder shall be limited to the safekeeping and disposition of excess funds in accordance with this Agreement; and the Escrow Agent shall be an express third party beneficiary hereof.

(c) Allocation of Purchase Price. Attached hereto as Schedule E is an Asset Allocation Statement, reflecting the allocation of the Purchase Price for federal income tax purposes, as agreed upon by Buyer and Seller. Buyer and Seller further agree that for financial reporting purposes and for federal and state income tax purposes, each will report the transactions contemplated in this Agreement in accordance with such allocation.

(d) Town Water Customer Accounts Receivable at Closing. On the Closing Date (or such other mutually agreed to date) Seller shall, with the assistance of Buyer, cause the meters of all Water System Customers to be read. Customer service charges that Seller has billed in advance shall be prorated between Buyer and Seller as of the Closing Date. Once Buyer has posted the final bills relating to the period of Seller's ownership of the Water System, the Water Service Agreement shall terminate in accordance with Section 15 of this Agreement, and the Parties shall perform a pro-ratio or true-up of any amounts due thereunder for the supply of water and provision of Services through and including the Closing Date. Seller shall retain all rights to accounts receivable relating to delivery of water services to the Water System Customers up to and including the Closing Date and be responsible for the collection thereof. Buyer shall have all rights to accounts receivable relating to delivery of water services to the Water System Customers after the Closing Date and be responsible for the collection thereof. To the extent Buyer receives payments relating to the Water System on Seller's behalf, Buyer may, with Seller's consent, net remittances to Seller to account for the portion of prepaid service charges due to Buyer. For the avoidance of doubt, all accounts receivable related to operation of the Water System up to and including the Closing Date are excluded from the Acquired Assets (and likewise Buyer does not assume responsibility for any accounts payable related to the Water System prior to and including the Closing Date).

(e) Other Closing Adjustments. If and to the extent applicable, any taxes, water rent, sewer service charges, fuel oil, and any other charges of an annual and recurrent nature are assessed and/or paid, as well as any rental for any acquired real estate shall be prorated at the time of Closing. Any state, county, or, municipal transfer taxes upon the conveyance of Easements shall be paid one-half by Seller and one-half by Buyer, if not otherwise tax exempt as anticipated.

(f) Excluded Assets. All assets of Seller that are not listed in Schedules B-1, B-2, C, C-1, D-1, D-2 and F or otherwise that do not form part of the Water System and are not necessary or incidental for Buyer's ownership, operation or maintenance of the Water System shall be excluded from this transaction.

3. Assumption of Liabilities and Obligations.

(a) Assumption of Liabilities. Buyer shall not assume, nor shall Buyer be liable for any obligations, responsibilities or liabilities of Seller of any nature whatsoever, including, without limitation, obligations of Seller with respect to the USDA Agreement, the Grants and/or the Bonds, loans payable, accounts payable related to the Water System prior to and including the Closing Date, Seller's compliance responsibilities, Seller's administrative penalties, accrued taxes and taxes payable by Seller with respect to income or imposed on Seller in connection with the transfer of the Acquired Assets or any other claims, damages, liabilities, fines, charges or expenses whatsoever and Seller agrees to fully discharge and perform all such Seller's obligations and liabilities. Subject to the immediately preceding sentence and for the avoidance of doubt, from and after the Closing, Buyer shall assume liability for and agree to pay, perform and discharge all of the following (collectively, the "Assumed Liabilities"):

(i) All obligations and responsibilities arising after Closing to provide water service to the Water System Customers in the Service Area pursuant to a valid certificate of public convenience and necessity and in accordance with such regulatory authority as shall be granted by the PSC and/or other governmental authorities with jurisdiction over Buyer and/or the Acquired Assets; and

(ii) All accounts payable and trade payables first accruing after Closing arising from Buyer's ownership of the Water System and provision of water service to the Service Area *provided, however*, that Seller shall remain responsible and liable for all accounts and trades payable arising from Seller's ownership of the Water System prior to and through the Closing Date; and

(iii) All obligations to pay taxes first accruing immediately after Closing and which are incurred in connection with Buyer's ownership or operation of the Acquired Assets *provided, however*, that Seller shall remain responsible and liable for all taxes arising from Seller's ownership of and/or receipt of net income from the Acquired Assets prior to and through the Closing Date; and

(iv) All liabilities arising after Closing and relating to the post-Closing ownership and/or operation of the Acquired Assets by Buyer, its successors and assigns; *provided, however*, that, subject to Section 15, Seller shall remain responsible for all costs and liabilities arising from Seller's ownership of the Acquired Assets prior to and through the Closing Date; and

(v) Except as otherwise provided herein, all sales and use, real property recordation fees or taxes and all other fees and/or costs associated with the transfer of title of the Acquired Assets from Seller to Buyer; and

(vi) All obligations and responsibilities of Buyer to the extent set forth in this Agreement, the Bill of Sale, the Assignment of Contracts, the Easements Assignment and the Franchise Agreement arising after the Closing Date; and

(vii) All obligations and responsibilities to the State of Delaware or the Delaware Department of Transportation arising after the Closing Date and arising

out of or related to the location of any portion of the Water System in a State owned or maintained right of way or other public right of way.

Buyer does not assume any liabilities other than those expressly set forth in paragraphs 3(a)(i) through 3(a)(vii) herein.

4. Representations and Warranties of Seller. Seller does hereby represent and warrant to Buyer as follows:

(a) Organization. Seller is a duly incorporated municipality under the laws of the State of Delaware governed by the Charter of Ocean View (the "Town Charter") and the related Code (the "Town Code"), copies of which are posted on-line at: [Official Website for the Town of Ocean View, Delaware - Town Charter & Code \(oceanviewde.gov\)](http://Official Website for the Town of Ocean View, Delaware - Town Charter & Code (oceanviewde.gov)).

(b) Binding Effect. This Agreement and each other instrument executed and to be executed by Seller in connection herewith is and will be the legal, valid and binding obligation of Seller, enforceable against Seller, in accordance with its respective terms, except as limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights and doctrines of equity relating to the availability of specific performance as a remedy.

(c) Authorization. Subject to clause (d) of this Section 4, the execution, delivery and performance by Seller of this Agreement and each instrument executed and to be executed by Seller in connection herewith, and the consummation of the transactions provided for herein and therein: (i) are and will be within the corporate powers of Seller; (ii) have been duly authorized by all necessary action on the part of Seller; and (iii) do not and will not contravene any law, regulation, judgment, decree, order or award relating to Seller or conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, the Town Charter, any Town ordinance or any indenture, mortgage, lease or other agreement to which Seller is a party or by which Seller is bound, or result in the creation of, any lien, charge, security interest or encumbrance upon any of the Acquired Assets or the Water System.

(d) Consents and Approvals. No consent, approval or authorization of, or declaration or filing with, any governmental authority, homeowners association or other party, to the best of Seller's knowledge, is required for the valid authorization, execution and delivery by Seller of this Agreement or for the consummation of Buyer's obligations under this Agreement, except as may otherwise be described in this Agreement, including without limitation, approvals as may be necessary to be obtained from the PSC and/or other regulatory authorities as applicable with respect to the transfer or relinquishment of the Town's CPCN, the USDA (with respect to authorization of the sale of the Water System to the extent required under the USDA Agreement) and approval of this Agreement by the Town's Council (the "Town Council") in accordance with the Town Charter and Town Code as interpreted by the Town's governing body.

(e) Title. Seller has good and marketable title in and to all of the Acquired Assets, and upon consummation of the transactions contemplated by this Agreement, good and marketable title to the Acquired Assets shall be conveyed to Buyer free and clear of all liens, charges, judgments, security interests and encumbrances of any nature whatsoever, except for any

Permitted Encumbrances or other claims, encumbrances or liabilities assumed herein by Buyer. Seller shall execute and deliver on the Closing Date the Easements Assignment, Franchise Agreement, the Bill of Sale and such other documents and instruments as may be necessary or appropriate to convey such good and marketable title (subject to Permitted Encumbrances) to the Acquired Assets to Buyer pursuant to Section 1(b). For the avoidance of doubt, neither the Seller nor the Buyer intend to obtain a title commitment or perform other similar title work and Seller makes no representations or warranties as to title to the extent that any defects to title or encumbrances thereon would be revealed by such title due diligence and Buyer has assumed the risks of not conducting such title due diligence, *provided, however* that Seller represents and warrants that (i) Seller has not taken (and Seller shall not take prior to Closing) any affirmative action to materially impair or encumber title to the Acquired Assets and (ii) the Seller will use its good faith and best efforts to resolve title issues with respect to the Unrecorded Easements prior to Closing, subject to Section 6(k) (Unrecorded Easements) and Section 11 (Further Assurances) below. Seller is not conveying, and the Buyer is not acquiring, any fee simple interests in any real property pursuant to this Agreement and except as otherwise expressly set forth herein, Seller makes no representations, warranties or covenants with regard thereto.

(f) Claims and Litigation. Except as otherwise disclosed herein, there are no claims, suits, judgments, liens or legal, administrative, arbitration or other proceedings filed, pending or, to Seller's knowledge, threatened against Seller that materially and adversely affect or may materially and adversely affect the Acquired Assets or the Water System; and, to Seller's knowledge, there is no existing basis for any thereof. There are no outstanding judgments, decrees, orders or awards or specific administrative orders applicable and known to Seller and relating to the Acquired Assets or the Water System that adversely affect the Acquired Assets or the Water System.

(g) Compliance with Laws. Seller has owned the Water System and the Acquired Assets in compliance, in all respects, with all laws, regulations, permits, licenses and approvals applicable to the Water System and the Acquired Assets and Seller has not received any claims or notices to the contrary, except as otherwise disclosed herein or otherwise known to Buyer, as the provider of the Services for the Water System during the term of the Water Service Agreement.

(h) Employees. Buyer shall not be required to retain or hire any employees of Seller nor shall Buyer have any duty, obligation or responsibility to any employee or former employee of Seller, including, but not limited to any severance or termination related obligations that Seller may have.

(i) Compliance with Laws; Necessary Permits. Except as otherwise provided herein or otherwise known to Buyer, Seller is in compliance with all federal, state and local laws, rules, regulations, ordinances, orders, judgments and decrees applicable to its ownership of the Water System and other Acquired Assets, and Seller has not received any notice of any asserted or pending violation of any such laws, rules, regulations, ordinances, orders, judgments or decrees nor does Seller have knowledge of such.

(j) Debts and Obligations Paid. Other than with respect to the Permitted Encumbrances, the Water System and the Acquired Assets are not subject to any liens or liabilities and all expenses, costs, debts and other obligations of Seller necessary to be paid or discharged for the consummation of the Sale of the Acquired Assets and transfer of the Water System to Buyer in accordance with this Agreement, have been or will be paid through the Closing Date, except as may otherwise be disclosed herein and except for any Assumed Liabilities to be assumed by Buyer at Closing. Seller warrants and represents that there are no liens or encumbrances on the Water System arising from the Bonds (which are general obligations of the Seller), the Grants or the USDA Agreement. The Bonds will be redeemed, and after giving effect to such redemption, any amounts payable for recapture of the Grants under the USDA Agreement will be paid by Seller, after Closing with proceeds of the Sale hereunder, net of Transaction Costs. On the date of this Agreement, the estimated amount repayable to the USDA with respect to the Grants is all net proceeds of sale payable to Seller after repayment of the Bonds and Seller's Transaction Costs. Seller agrees that the amounts due to the USDA under the USDA Agreement in respect of recapture of a portion of the Grants and the amounts due to be paid for full repayment or defeasance of the Bonds shall be fully repaid, redeemed, defeased or otherwise satisfied or refinanced by Seller (directly or by direction to the Escrow Agent) as soon as practicable (but, with respect to redemption of the Bonds, no later than sixty (60) days) after Closing in such a manner that Buyer shall have no liability for the repayment of any indebtedness thereunder and there shall be no liens or other encumbrances on the Acquired Assets associated therewith. Seller shall be solely responsible to discharge its obligations with respect to the Grants, the USDA Agreement and the Bonds and Buyer shall have no responsibility, liability or obligation for the same. The Seller shall direct the Escrow Agent to apply and disburse the Purchase Price, from escrow, to repayment of the Bonds, to the payment of Seller's Transaction Costs, and to the repayment of any amounts due the USDA under the USDA Agreement (in such order as shall be necessary or required to discharge and fully satisfy all of Seller's obligations thereunder), and no funds from escrow shall be released to Seller until all such obligations have been fully satisfied.

(k) Condition of Acquired Assets. Seller has not taken and shall not take any action that would result in the Water System or other Acquired Assets not being in good and operating order and condition and to the best of Seller's knowledge, they are free of material defects and/or damages, reasonable wear and tear excepted, it being understood that only Buyer and/or its affiliate(s) have provided the Services for the operation and maintenance of the Water System since inception of the Water Service Agreement, and that Buyer has extensive knowledge of the condition thereof on the date hereof and has entered into this Agreement in reliance upon its own knowledge and understanding of the condition of the Water System and other Acquired Assets. Seller shall take no action that would leave the Water System or other Acquired Assets other than in operable condition and available for Buyer's immediate use following the Closing.

(l) Environmental. Except as may otherwise be stated herein or as may otherwise be known to Buyer or its affiliate(s) as the provider(s) of the Services for the Water System under the Water Service Agreement (including without limitation notices and regulations put forth from the Delaware Health and Social Services Division of Public Health, Office of Drinking Water concerning Cross-connection Control and Lead and Copper Rule Revisions that are or will be addressed in or by amendments to the Water Service Agreement): (1) Seller has not received from any governmental authority any written notice within the past five (5) years

asserting any material violation of any applicable environmental law or regulation in connection with the ownership, use, maintenance and/or operation of the Water System or the other Acquired Assets; (ii) there is no claim pending or, to the knowledge of Seller, threatened against the Water System or the other Acquired Assets relating to environmental laws or regulations; (iii) Seller has not released or otherwise disposed of any Contaminants (as hereinafter defined) in material violation of environmental law or regulation at, on, under, around or about the Water System, the other Acquired Assets or their immediate vicinity; (iv) Seller has no knowledge of any conditions or circumstances associated with the Water System or the other Acquired Assets which may prevent or interfere with material compliance with any applicable environmental laws and regulations; (v) Seller has not transported, disposed of, or otherwise released or arranged for the transportations, disposal or release of any Contaminant from the Water System or the other Acquired Assets to any other location in material violation of any environmental law or regulation; and (vi) Seller has neither placed nor permitted the placement of any aboveground storage tanks, polychlorinated biphenyl, asbestos or asbestos containing material or groundwater monitoring wells on any parcel of land included as part of the Water System or the Acquired Assets. For purposes of this Agreement, the term "Contaminant" shall include, without limitations: any waste, pollutant, chemical, hazardous material, hazardous substance, toxic substance, hazardous waste, solid waste, petroleum, or petroleum derived substance or waste (regardless of specific gravity), or any constituent or decomposition product of any such pollutant, material, substance, or waste regulated under any environmental law or regulation. Notwithstanding the foregoing, the Seller makes no representations or warranties as to the quality of the water supplied by Buyer for distribution through the Water System or any Contaminants arising from Buyer's conduct.

(m) Taxes. All tax returns and reports, property taxes and other tax obligations of whatsoever nature required by law to be filed, paid or satisfied by Seller with respect to the Acquired Assets have been, or will when due be, timely filed, paid and satisfied by Seller. All taxes, assessments and other fees and governmental charges upon the Acquired Assets or upon Seller which may affect the Acquired Assets, which are due and payable, have been, or will when due be, timely paid, and to Seller's knowledge there are no claims pending against Seller for deficient or past due taxes and there are no tax deficiencies that have not yet been assessed, in each case as the same may affect the Acquired Assets.

(n) Good Standing as to All Leases, Permits, Licenses and Agreements. To the knowledge of Seller, it is in good standing and in material compliance with all terms, conditions, rules, regulations, requirements and obligations of whatsoever nature of or relating to any and all leases, permits, licenses, easements, contracts or other assets which are being transferred to Buyer in furtherance of this Agreement, and Seller further represents that such transfer of any such leases, permits, licenses, easements, contracts or other assets (as set forth on Schedules B, B-1, B-2, C, C-1, D-1, D-2 and F) shall not result in a material breach or violation of such terms, conditions, rules, regulations, requirements or obligations.

(o) Brokers. Seller has not made any agreement or taken any other action which might cause anyone to become entitled to a commission or brokerage fee as a result of the transactions contemplated hereby.

(p) Knowledge of Seller: For purposes of this Agreement, all references to Seller's "knowledge", including, without limitation, the phrase "to the best of Seller's knowledge and belief," shall be limited to the actual, personal knowledge, of the Town's Manager, the Town's Finance Director and any other Town officials in office on the date hereof with responsibility for the management or oversight of the ownership and administration of the Water System or the Sale thereof. In no event shall the same include any knowledge imputed to Seller by any other person or entity. Further, the foregoing representations and warranties may not be relied upon by any person or entity other than Buyer and its permitted assigns. Seller hereby represents and warrants that the Town Manager, Town Planner and the Town Finance Director are the persons affiliated with Seller who possess the most knowledge about Seller's ownership of the Acquired Assets.

5. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Organization and Good Standing. Buyer, Tidewater Utilities, Inc., is a Corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Binding Effect. This Agreement and each other instrument executed and to be executed by Buyer in connection herewith is and will be the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms, except as limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights and doctrines of equity relating to the availability of specific performance as a remedy.

(c) Authorization. The execution, delivery and performance by Buyer of this Agreement and each instrument executed and to be executed by Buyer in connection herewith, and the consummation of the transactions provided for herein and therein: (i) are and will be within the respective corporate powers of Buyer; (ii) have been duly authorized by all necessary action on the part of Buyer; and (iii) do not and will not contravene any law, regulation, judgment, decree, order or award relating to Buyer or conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any certificate of incorporation, by-law, certificate of formation, shareholder or operating agreement, indenture, mortgage, lease or other agreement to which Buyer is a party or by which Buyer is bound, or result in the creation of, any lien, charge, security interest or encumbrance upon any of the Acquired Assets, except for liens and encumbrances securing Buyer's obligations to Seller.

(d) Consents and Approvals. Except as otherwise provide herein (including without limitation the approvals required of the Town Council, the PSC and/or the USDA for the consummation of the transactions hereby), no consent, approval or authorization of, or declaration or filing with, any governmental authority or other party, to the best of Buyer's knowledge, is required for the valid authorization, execution and delivery by Buyer of this Agreement or for the consummation of Buyer's obligations under this Agreement.

(e) Claims and Litigation. There are no material claims, suits or legal, administrative, arbitration or other proceedings pending or, to Buyer's knowledge, threatened against Buyer that affect or may affect Buyer's ability to consummate the transactions

contemplated by this Agreement; and, to Buyer's knowledge, there is no existing basis for any thereof. There are no outstanding judgments, decrees, orders or awards or specific administrative regulations applicable and known to Buyer that affect or may affect Buyer's ability to consummate the transactions contemplated by this Agreement except as set forth herein.

(f) Brokers. Buyer has not made any agreement or taken any other action which might cause anyone to become entitled to a commission or brokerage fee as a result of the transactions contemplated hereby.

(g) Buyer's Reliance. Buyer (a) is an informed and sophisticated owner and operator of water systems of the nature of the Water System, has been properly providing the Services for the Water System pursuant to the Water Service Agreement during its term and has extensive knowledge of the Water System and related Acquired Assets, including the condition thereof, and any operational concerns related thereto, (b) has engaged advisors as it deems appropriate that are experienced in the evaluation and purchase of assets such as the Acquired Assets and has conducted its own independent investigation, review and analysis of the Acquired Assets and their suitability for use by Buyer, (c) has been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of Seller concerning the Acquired Assets for such purpose as it has requested, (d) has had the opportunity to negotiate the terms and conditions of this Agreement and any related transaction documents, (e) to the extent it has deemed appropriate, has addressed in this Agreement and any related transaction documents any and all matters arising out of its investigation, review and analysis and (f) in determining to proceed with the transactions contemplated by this Agreement, has not relied on any representations, warranties, promises, statements or other inducements except for the representations and warranties of Seller expressly set forth in this Agreement. Buyer acknowledges and agrees that none of Seller or any of its officers, directors, employees, members, advisors, agents or representatives (collectively, with respect to either Party, "Related Persons") has made, nor will any of them be deemed to have made (and nor has Buyer or any of its Related Persons relied upon) any representation or warranty, express or implied, with respect to the Water System, Acquired Assets or the transactions contemplated by this Agreement or any related transaction documents, other than the representations and warranties of Seller expressly set forth in this Agreement, and there are no implied representations or warranties made to Buyer hereunder or thereunder. Buyer acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, none of Seller or any of its Related Persons shall have or be subject to any liability to Buyer, its Related Persons or any other person or entity resulting from Buyer's use of or reliance on any information, documents or material made available to Buyer or its Related Persons in any "data rooms," management presentations, information memoranda, due diligence or in any other form in connection with any of the transactions contemplated hereby. Buyer acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, the Acquired Assets including the Water System are being transferred at Closing on a "where is" and, as to condition, "as is" basis.

6. Additional Covenants and Terms. Except as otherwise first approved in writing by the Parties or as otherwise set forth in this Agreement, or as otherwise required to be performed by the Parties under the Water Service Agreement, Seller and Buyer covenant and agree that

between the date hereof and the Closing Date or the termination of this Agreement in accordance with its terms:

(a) Conduct of Business. The Parties recognize that Seller is currently utilizing the Services of Buyer under the Water Service Agreement to operate, maintain and provide other Services for the Water System including the supply of potable water to the Water System. Seller (and Buyer (and/or its affiliate(s)) as provider of the Services) shall continue to conduct operations and maintenance of the Water System and related Acquired Assets until Closing, but the Parties agree not to enter into any transaction(s) relating to the use or operation of the Water System or other Acquired Assets other than those necessary in the normal, regular and customary course of the operation thereof without each other's consent, which shall not be withheld unreasonably. While this Agreement remains in effect, until Closing, the Acquired Assets shall not be sold or otherwise disposed of, mortgaged, pledged or otherwise hypothecated or encumbered by Seller, except as provided herein or otherwise with the written consent of Buyer.

(b) Accuracy of Representations and Warranties. Each Party shall take all action reasonably required to be taken by that Party to cause its representations and warranties made herein to be true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date, *provided, however*, neither Party shall be required to take any action or perform any inspection outside of or in excess of the actions or inspections performed by such Party in the ordinary course of business.

(c) Buyer's Access. While this Agreement remains in effect, Buyer and its representatives shall have reasonable access to the Acquired Assets, including the Water System and all information relating to the same, during normal business hours, upon prearrangement with Seller and without disrupting the operations of Seller, in order that Buyer and its representatives shall have full opportunity to make such investigation as they shall be reasonably required to make of the Water System and other Acquired Assets, it being understood that Buyer and certain of its affiliates currently have access to and extensive knowledge of the Acquired Assets in connection with its or their performance of the Services under the Water Service Agreement and Buyer shall utilize such knowledge and expertise in its due diligence so as to minimize the burden upon Seller with respect to providing access, information and document requests. Seller shall make available for inspection by Buyer and its representatives (to the extent not otherwise already in Buyer's possession) the business records, books of account, records of operation and all other relevant documents and records of or relating to the operation and condition of Acquired Assets and the Water System. Buyer shall not, without the prior written consent of Seller, remove any such records or documents from Seller's place of business or disseminate any information so obtained to anyone other than the personnel, attorneys and accountants acting on its behalf in connection with this transaction. In the event of the termination of this Agreement for any reason, Buyer and its representatives shall return to Seller (or at Seller's option, destroy and certify such destruction of) all financial and other information obtained or received by them from Seller in connection with this Agreement, and Buyer and its representatives shall maintain the confidentiality of and not disclose any such information received by them from Seller in connection with this Agreement except: (1) as may be necessary or reasonable for purposes of enforcing this Agreement or its terms; (2) as may be necessary to disclose to Buyer's accountants, attorneys, engineers and other experts or professionals in the course of Seller's due diligence or investigation or otherwise in

furtherance of this Agreement; and (3) as may otherwise be required by law or in connection with the Water Service Agreement, *provided* that in each such case, Buyer shall seek to protect the confidentiality of Seller's confidential information by requesting confidential treatment and requiring its representatives and advisors to maintain the confidentiality thereof.

(d) Maintain Insurance. Seller shall continue in full force and effect all policies of insurance maintained by it on the Acquired Assets and the Water System through the Closing Date and Buyer shall likewise continue in full force and effect all policies of insurance maintained by it and/or its affiliates related to its performance of the Services under the Water Service Agreement through the termination date of the Water Service Agreement.

(e) Maintain Relations. Each Party shall use its commercially reasonable efforts to preserve the current relationships of such Party with all vendors, suppliers, customers and other persons having relationships with such Party that relate to the Acquired Assets and the Water System through the Closing Date.

(f) No Contracts Not in Ordinary Course. No contract, obligation or commitment shall be entered into or assumed by or on behalf of any Party with respect to the Acquired Assets or the Water System, except normal commitments incurred in the normal, regular and ordinary course of business.

(g) Maintenance of Property. Buyer, to the extent of its duties to provide Services under the Water Service Agreement, or otherwise, Seller (if applicable), shall maintain the tangible assets included in the Acquired Assets in their customary condition and repair through the Closing Date.

(h) Inconsistent Activities. Unless and until this Agreement has been terminated pursuant to its terms, Seller shall not enter into any agreements or conduct negotiations with, or solicit, encourage, accept or approve any bids from, any person or entity (other than Buyer and its equity owners) relating to the sale or transfer of the Water System and/or other Acquired Assets.

(i) Mutual Cooperation. The Parties shall cooperate with each other in good faith and use their reasonable best efforts to effectuate the Sale as soon as practicable in accordance with the terms and conditions of this Agreement.

(j) Mutual Anti-Sandbagging Commitment. If and to the extent that a Party, prior to Closing, has actual knowledge that any of the other Party's representations and warranties in this Agreement are false, or that any covenant of the other Party hereunder has not been or will not be complied with, but such Party with such actual knowledge nevertheless proceeds to and consummates the Closing hereunder, then notwithstanding any provision of this Agreement to the contrary (including any indemnification provisions) such Party shall have no right, and shall not seek, to hold the other Party liable for that breach.

(k) Unrecorded Easements. Attached hereto as Schedule F hereto is a list of tax parcels (the "Affected Parcels") that have lines or facilities comprising the Water System located

thereon and for which the Town has, as of the date hereof, no recorded easements (the “Unrecorded Easements”). The Parties intend and agree that easements on the Affected Parcels providing rights of way for the portions of the Water System located in or on the Affected Parcels shall be part of the Acquired Assets. Seller shall, prior to Closing, use its good faith and best efforts to cause such easements for the Affected Parcels to be recorded with the Recorder of Deeds Office in and for Sussex County, Delaware or secure an order to quiet title to or condemn an easement area or right of way on applicable Affected Parcels as shall be necessary for the continued location, and ongoing operation, repair, maintenance and use, of the lines, systems or facilities of the Water System on or within such Affected Parcels (with respect to each Unrecorded Easement, a “Resolution”). If and to the extent that there are Unrecorded Easements for which there has not yet been Resolution sixty (60) days prior to the Contract Termination Date, the Parties shall meet and confer, in good faith, as to a plan for Seller’s Resolution of such Unrecorded Easements to enable a Closing on or prior to the Contract Termination Date, *provided, however*, if Seller in good faith determines and notifies Buyer that such Resolution is not practicable in that time frame, then the Parties shall thereupon negotiate in good faith for an amendment or supplement to this Agreement (the “Unrecorded Easement Agreement”) to enable such Resolution to be effected by Buyer after Closing, at the sole cost and expense of Seller, which costs and expenses shall be advanced, paid for or reimbursed to Buyer upon presentation of invoices therefor (including, but not limited to, payment or reimbursement of Buyer’s reasonable and documented (including time expense detail) attorney fees and costs, surveyor fees and costs and appraiser fees and costs and any other costs or expenses arising therefrom). The Parties acknowledge and agree that each may have the ability to cause the Resolution of Unrecorded Easements, whether by power of condemnation or otherwise, and the Parties desire and intend to cooperate and use their good faith and best efforts to complete the Sale notwithstanding non-material delays in the Resolution of Unrecorded Easements that may prevent Resolution of all Unrecorded Easements prior to the Contract Termination Date due to factors beyond their reasonable control, *provided, however*, in the event that such delay is caused by a material condition that is likely to prevent Resolution of Unrecorded Easements by either Party in such a manner as to materially compromise the Buyer’s ability to own and operate the Water System post-Closing to serve the Water System Customers other than those who may be opposing Resolution of any Unrecorded Easements affecting their properties, then Buyer shall have the right to reasonably decline to enter into the Unrecorded Easement Agreement and the Closing shall be delayed until Seller has obtained a Resolution. In no event shall Buyer incur or accrue any fees, expenses, costs or liability of whatsoever nature in connection with Resolution of the Unrecorded Easements and Seller shall, in addition to any other indemnification obligations set forth in this Agreement, indemnify and hold harmless Buyer from and against any and all claims, liabilities, costs, fees and expenses (including, but not limited to, reasonable and documented attorney fees and costs, appraiser fees and costs and surveyor fees and costs and recording fees and costs and transfer taxes and fees) in connection with Resolution of the Unrecorded Easements.

(I) Unrecorded State and Town Easements. The Parties acknowledge that portions of the Water System lie within or upon lands or right of ways owned by Seller (hereinafter the “Seller ROWS”) and/or of the State of Delaware (hereinafter the “State ROWS”) and that Seller currently has rights to the State ROWS via an Annual Master Franchise Agreement (“AMFA”) in form and substance as has been provided to Buyer. Buyer and Seller by way of a

joint request, shall as soon as practicable after execution of this Agreement, secure confirmation via letter from the Delaware Department of Transportation of the State of Delaware (the “State”) to the effect that (1) Buyer’s existing franchise agreements with the State shall include the State ROWS after Closing or Buyer shall be granted a new franchise agreement with the State for the State ROWS upon terms substantially similar to the AMFA and (2) Seller’s obligations under the AMFA will terminate upon Closing (the “State Confirmation Letter”). At Closing, Seller and Buyer shall execute a Franchise Agreement (in substantially the form attached hereto as Schedule D-2), to authorize Buyer to operate and maintain the Water System within the Seller ROWS in connection to its use, maintenance and operation of the Water System and the Acquired Assets.

7. Risk of Loss.

(a) Loss by Fire or Other Casualty. Seller shall, until Closing, bear the risk of all loss or damage to the Water System and the other Acquired Assets from all causes, except acts or omissions of Buyer or its affiliates and/or their agents which are negligent, willful, or constitute a material breach of contract or violation of applicable law (“Prohibited Acts”). In the event of the occurrence prior to the Closing of any casualty loss or damage to the Acquired Assets (except loss or damage caused by the Prohibited Acts), where the estimated cost of repair or restoration exceeds \$500,000 and as a result of such casualty loss, there is a material impairment to the continued safe operation of the Water System in compliance with applicable laws and governmental regulations, Buyer may terminate this Agreement by notifying Seller, in writing, within thirty (30) days after Buyer receives written notice from Seller of such casualty (and if necessary, the Closing Date shall be adjourned to afford Buyer with the full thirty (30) day period). In the event of any such loss, where estimated cost of repair or restoration is \$500,000 or less, or if Buyer elects to proceed with Closing or otherwise does not timely terminate this Agreement pursuant to this Section 7(a) notwithstanding a casualty loss or damage giving Buyer the power to terminate, this Agreement shall continue and Seller shall assign any insurance proceeds received or payable as a result of such loss to Buyer (and pay any applicable deductible). Seller shall not compromise or settle any claim for loss or damage after the date of this Agreement without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed. In the event of a casualty or other event resulting in damage to the Water System prior to Closing, the Parties, subject to the terms of this paragraph, shall nevertheless cooperate with the goal of preserving this Agreement and restoring the Water System to normal operations as quickly as possible under the circumstance. Notwithstanding the foregoing, events requiring non-material repairs to the Water System, such as failures of water mains, hydrants, valves, pumps or other system equipment which can be repaired, or substantial repair work commenced and completed, within such thirty (30) day period shall not give Buyer a right of termination, *provided* that the cost of such repairs shall be borne solely by Seller if the failure occurred prior to Closing and were not the result of Prohibited Acts.

8. Closing. The Closing shall take place as soon as practicable but no later than thirty (30) days after the approval of this sale by the PSC and the satisfaction or waiver of the other conditions precedent to Closing in Section 9 and Section 10, *provided, however*, that if the PSC has not approved this Agreement or all conditions precedent to Closing in Section 9 and Section 10 of this Agreement are not satisfied or waived on or before April 29, 2025 (the “Contract Termination Date”) then either Party may, by written notice delivered to the other Party terminate

this Agreement whereupon this Agreement shall be considered null and void and neither Party shall owe any further obligation to the other. Closing shall take place at the office of Parkowski, Guerke and Swayze, P.A. (the "Closing Agent") at a time and date selected by Buyer. The Closing shall be conducted through the use of a Closing Agent and/or by electronic exchange of closing documentation and wire transfer of funds.

9. Conditions Precedent to Obligations of Buyer. The obligation of Buyer to complete the Closing of the transactions contemplated hereby is subject to the satisfaction of the following conditions, or the written waiver of same by Buyer, on or prior to the Closing Date:

(a) Due Diligence. Within five (5) business days of the execution of this Agreement, Buyer shall have the right to make a written request to Seller for all financial, operational and other records of whatsoever nature relating to the Acquired Assets as Buyer may not already have in its possession and which Buyer reasonably deems necessary for its final, confirmatory evaluation of the Sale, it being understood that Buyer, when entering into this Agreement, has done so following extensive due diligence and with comprehensive, prior knowledge of the Acquired Assets. Upon the Buyer's receipt of the requested records from Seller (if Buyer has made a timely request) Buyer shall have thirty (30) calendar days (the "Due Diligence Period") to perform any and all remaining confirmatory due diligence based on such records, including, but not limited to, a review of the records produced by Seller and a physical examination of the Acquired Assets and Water System and the related ability to conduct such tests and inspections as Buyer may deem necessary or appropriate and to be satisfied, at Buyer's reasonable discretion, as to any conditions, requirements, restrictions, agreements or obligations arising out of or relating to the information contained in such requested records. Buyer shall make reasonable requests in light of having its own records and experiences as provider of the Services under the Water Services Agreement, and Seller shall cooperate in good faith in providing access and information in furtherance of Buyer's final due diligence. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement, only for reasonable cause, by providing written notice of its election to terminate this Agreement actually delivered to Seller on or prior to 5:00 P.M. on the last calendar day of the Due Diligence Period, *provided, however*, that Buyer will notify the Seller of such election as soon as practicable after commencement of the Due Diligence Period and *provided, further*, that such notice shall state with specificity the reason(s) for termination and Seller shall be provided a reasonable opportunity (not less than thirty (30) days) to cure the breach(es) or cause forming the reason(s) for such termination. The Parties shall thereupon cooperate in good faith to effect such cures and move forward with the Sale if possible. In the event Buyer elects to terminate for valid cause during the Due Diligence Period, and Seller fails or refuses to timely cure the breaches or causes specified by Buyer as the reason for such termination, this Agreement shall become null and void and neither Party shall owe any further obligation to the other. Upon the expiration of the Due Diligence Period without a timely election to terminate, this condition precedent to Buyer's obligation to close shall be deemed satisfied. The Due Diligence Period and the obligations and duties in connection therewith as set forth herein shall be independent of and separate from any due diligence rights of Buyer in connection with the Determination Period described in Paragraph (e) of this Section 9, and the time limits and/or obligations and duties of this Paragraph (a) shall not affect in any manner the due diligence rights of Buyer pursuant to such Paragraph (e) below.

(b) PSC Approval. Buyer's obligation to proceed with Closing under this Agreement is contingent upon approval by PSC of this transaction. As promptly as possible (but no more than ten (10) business days, unless extended by mutual agreement of the Parties) following the later of (i) completion of the Due Diligence Period (if applicable), (ii) receipt of the USDA Approval and (if applicable) completion of the Determination Period and (iii) the Town Council Approval (as described in Section 10(g)), the Parties shall file a joint application with the PSC seeking all necessary utility regulatory approvals to consummate the transaction. Buyer's counsel shall prepare the joint application and related documents for filing with the PSC, provided that such documents shall first be provided to Seller and its counsel who shall have a reasonable opportunity for review and comment. The Parties shall cooperate in good faith in pursuing such approval and furnishing such information as may be necessary to effectuate such approval. The Parties shall request that the PSC's order enable sufficient time after approval of the transaction for the Parties to satisfy remaining conditions precedent to Closing (including Resolution of Unrecorded Easements or execution of the Unrecorded Easements Agreement as provided in Section 6(k) above and/or obtaining the State Confirmation Letter as provided in Section 6(l) above). In the event the PSC affirmatively disapproves this Agreement (in whole or in part), the Parties shall work in good faith to make such changes hereto and re-submit the application as may be reasonably required to satisfy the PSC and result in PSC approval, *provided, however*, that if the PSC has not approved this Agreement within 60 days after such re-submission to the PSC (the "PSC Termination Date") then either Party may, by written notice delivered to the other Party terminate this Agreement whereupon this Agreement shall be considered null and void and neither Party shall owe any further obligation to the other.

(c) Unrecorded Easements. There shall be Resolution of all Unrecorded Easements in accordance with Section 6(k), or the Parties shall have entered into the Unrecorded Easement Agreement in accordance with Section 6(k).

(d) State ROWS. Seller shall have received the State Confirmation Letter with respect to the State ROWS in connection with Buyer's use, maintenance and operation of the Water System and the Acquired Assets post-Closing.

(e) Bonds & Grants. The USDA shall have granted the Seller requisite authority or approval to enable Seller to sell the Water System to TUI without contravening the USDA Agreement and copies of such approval documentation (the "USDA Approval") shall be provided by Seller to Buyer. The Bonds shall be redeemable at the option of the Seller and shall not create any liens, security interests or encumbrances on the Acquired Assets or the Water System. Seller shall provide a bring-down of a UCC lien search report (the "Search Report") from the Delaware Secretary of State (the "Filing Office") obtained within five (5) business days prior to the Closing Date which shall not list any presently effective financing statements, federal tax liens or utility security instruments filed with the Filing Office with respect to the Water System arising from the Bonds, the Grants or the USDA Agreement. The USDA Approval shall not impose or identify any material conditions, restrictions, obligations, liens, encumbrances or requirements that materially adversely affect Buyer's rights under this Agreement, Buyer's ownership or operation of the Acquired Assets or the Water System after Closing, or impose any material obligations upon Buyer. In the event that the USDA Approval contains such conditions, Buyer shall have thirty (30) days from its or its counsel's receipt of the USDA Approval to review

and perform any due diligence relating to the said conditions requirements, obligations, encumbrances or restrictions (hereinafter the "Determination Period"). If prior to the expiration of the Determination Period, Buyer is not satisfied with or otherwise willing to accept the conditions, requirements, obligations or restrictions, Buyer, at its sole discretion, may provide written notice of its election to terminate this Agreement actually delivered to Seller on or prior to 5:00 P.M. on the last calendar day of the Determination Period, *provided, however*, that Buyer will notify the Seller of such election as soon as practicable after commencement of the Determination Period and *provided, further*, that such notice shall state with specificity the reason(s) for termination and Seller shall be provided a reasonable opportunity (not less than thirty (30) days) to seek an amendment to the USDA Approval to remove the approval conditions affecting Buyer that form the reason(s) for such termination. In the event Buyer elects to terminate during the Determination Period, and Seller fails or refuses to timely cure the causes specified by Buyer as the reason for such termination, this Agreement shall become null and void and neither Party shall owe any further obligation to the other. Upon the expiration of the Determination Period without a timely election to terminate, this condition precedent to Buyer's obligation to close shall be deemed satisfied.

(f) Compliance and Representations Correct. All of the terms and conditions contained in this Agreement to be complied with and performed by Seller at or before the Closing Date shall have been complied with and performed in all material respects, and the representations and warranties expressly made by Seller in this Agreement shall continue to be correct in all material respects, at and as of the Closing Date, with the same force and effect as though such representations and warranties had been made at and as of the Closing Date, except for any changes caused by Buyer's Prohibited Acts or otherwise expressly contemplated by this Agreement.

(g) No Litigation. Except as may otherwise be disclosed herein, no governmental authority or public or private person, entity or organization shall have instituted any action or proceeding challenging any of the transactions contemplated hereby or otherwise directly or indirectly relating to the transactions contemplated hereby.

(h) No Governmental Action. There shall not have been any action taken by any governmental authority, domestic or foreign, rendering any Party to this Agreement unable to consummate the transactions contemplated hereby, otherwise making such transactions illegal or limiting in any material manner the right of Buyer to exercise directly or indirectly control of the Acquired Assets and the Water System, except as set forth herein.

(i) Material Adverse Changes. Neither Buyer nor Seller shall have become aware of nor shall there be, after the date hereof: (i) any material adverse change in the Acquired Assets not caused by Buyer's Prohibited Acts; (ii) any damage, destruction or loss materially and adversely affecting the Acquired Assets not caused by Buyer's Prohibited Acts; or (iii) any sale, assignment or transfer by Seller of any of the Acquired Assets other than in the normal, regular and customary course of business.

(j) Documents. Seller shall have executed and delivered to Buyer (or caused to be executed and delivered to Buyer) each of the documents specified to be executed by Seller set forth on the attached Schedule G.

10. Conditions Precedent to Obligations of Seller. The obligation of Seller to complete the Closing of the transactions contemplated hereby is subject to the satisfaction of the following conditions, or the written waiver of same by Seller, on or prior to the Closing Date:

(a) Compliance and Representations Correct. All of the terms and conditions contained in this Agreement to be complied with and performed by Buyer at or before the Closing Date shall have been complied with and performed in all material respects, and the representations and warranties made by Buyer in Section 5 of this Agreement shall continue to be correct in all material respects, at and as of the Closing Date, with the same force and effect as though such representations and warranties had been made at and as of the Closing Date, except for any changes expressly contemplated by this Agreement.

(b) No Governmental Action. Except as otherwise set forth herein, there shall not have been any action taken by any governmental authority, domestic or foreign, rendering any Party to this Agreement unable to consummate the transactions contemplated hereby or otherwise making such transactions illegal.

(c) Purchase Price. On or before the Closing Date, Buyer shall have delivered to Escrow Agent as set forth in paragraph 2(b) the full amount of the Purchase Price (taking into consideration any prior deposit, and all mutually acceptable prorrations, credits, debits and adjustments made pursuant to this Agreement), together with any and all other sums that are to be paid by Buyer in connection with the Closing of its purchase of the Acquired Assets, and any other amounts shown as payable by Buyer on a mutually agreed-to settlement statement to be prepared in connection with the transactions contemplated hereby.

(d) USDA Compliance. Seller shall have received all requisite approvals of the USDA and satisfaction of all conditions in the USDA Agreement (or the termination thereof) that are required by the USDA for the sale of the Water System and related Acquired Assets as applicable. Further, Seller shall have secured USDA approval of the repayment or recapture amount with respect to the Grants as may be determined to be due and payable to the USDA under the USDA Agreement in an amount not to exceed Seller's net proceeds of sale after payment of the Bonds and Transaction Costs.

(e) Unrecorded Easements. There shall be Resolution of all Unrecorded Easements in accordance with Section 6(k), or the Parties shall have entered into the Unrecorded Easement Agreement in accordance with Section 6(k).

(f) State ROWS. Buyer shall have received the State Confirmation Letter providing that (1) Buyer's existing franchise agreements with the State shall include the State ROWS after Closing or shall secure a new franchise agreement with the State for the State ROWS upon terms acceptable to Buyer and (2) Seller's obligations under the AMFA are terminated.

(g) Town Council Approval. The Town Council shall have adopted a resolution approving the sale of the Acquired Assets to Buyer under the terms of this Agreement in accordance with the Town's Charter and Town Code as interpreted by the Town's governing body and authorizing the Mayor, the Town Manager and/or other authorized representative(s) of

Seller to execute all documents necessary to effectuate the intents and purposes of this Agreement and the sale of the Acquired Assets (the "Town Council Approval"). Notwithstanding anything in this Agreement to the contrary or the execution of this Agreement by an authorized representative of Seller, this Agreement shall not be legally binding upon either Party unless or until it is approved by the Town Council in accordance with this clause (g) of this Section 10. If the Town Council disapproves the Sale, or otherwise does not approve the terms of the Sale as provided in this Agreement within 45 days of the date Buyer executes this Agreement, this Agreement (or offer) shall expire, terminate and otherwise be *void ab initio*.

(h) Repeal or Amendment of Chapter 213. The Town Council shall have repealed or amended, in whole or in part and effective on a date certain or conditioned upon Closing under this Agreement, Chapter 213 of the Town Code as deemed necessary by the Town Council in its sole discretion.

(i) Town's CPCN Termination. Seller's obligations under the Town's CPCN shall have been released and/or transferred to Buyer and the PSC shall have otherwise approved the transactions contemplated hereby.

(j) Documents. Buyer shall have executed and delivered to Seller (or caused to be executed and delivered to Seller) each of the documents specified to be executed by Buyer and set forth on the attached Schedule H.

11. Further Assurances; Post-Closing Cooperation. If at any time after the Closing Date any further assignments, conveyances or assurances in law are necessary or desirable to vest, perfect or confirm of record in Buyer the title to any of the Acquired Assets or the Water System or otherwise to carry out the provisions hereof, Seller and/or Buyer, as the case may be, shall cooperate in good faith and, upon reasonable request of the other Party, execute and deliver any and all proper documents, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in Buyer, as the case may be, and otherwise to carry out the provisions of this Agreement. Each of Seller and Buyer covenants and agrees to remit to the other Party, with reasonable promptness, any payments received, which payments are on or in respect of accounts receivable owned by (or are otherwise payable to) such other Party.

12. Survival of Representations, Warranties and Covenants. The Parties hereto agree that the representations, warranties, indemnification provisions and covenants contained herein (and any provisions thereof necessary for the true up of payments or otherwise that necessarily must be performed after the Closing of the transactions contemplated hereby) shall survive the Closing hereof, for a period of one (1) year ending on the first anniversary of the Closing Date (the "Survival Termination Date"), except that any representations, warranties and covenants relating to or incidental to the Grants, Bonds, the USDA Agreements and/or the Unrecorded Easements shall survive for the applicable statute of limitations period(s) and not be limited by or subject to the Survival Termination Date. The above notwithstanding, nothing contained herein shall be construed to extend, expand, vary or otherwise modify any statute of limitations or repose or other time for bringing or initiating any claim, cause of action or demand of whatsoever nature to the extent not required by this Agreement to be brought or initiated on or prior to the Survival Termination Date.

13. Indemnification; Procedure.

(a) Indemnification by Buyer. Buyer agrees to indemnify and hold Seller and its managers, officers, employees, council members, agents, representatives, advisors, affiliates, and their respective successors and permitted assigns (collectively, "Seller Indemnitees") harmless from and against the following (collectively, "Seller Damages"):

(i) any and all liabilities and obligations which arise out of events occurring after the Closing Date with respect to the Assumed Liabilities, the Acquired Assets or the Water System, except for those liabilities and obligations to the extent resulting from the conduct, operations, actions, or omissions of Seller, its agents, officers, directors, shareholders, employees, successors or assigns to the extent inconsistent with this Agreement;

(ii) any and all losses, liabilities, damages or deficiencies of Seller resulting from any misrepresentation, breach of warranty or non-fulfillment of any covenant or agreement on the part of Buyer under the terms of this Agreement or any document or instrument executed by Buyer in connection herewith, or Buyer's discharge of the Assumed Liabilities or its ownership, operations and maintenance of the Acquired Assets or the Water System and the provision of water service to the Water System Customers following the Closing Date, for which a Notice of Claim (as defined below) is given; and

(iii) all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, incident to the foregoing; and

(b) Indemnification by Seller. Seller agrees to indemnify and hold Buyer and its managers, directors, officers, employees, agents, representatives, advisors, affiliates, successors and permitted assigns (collectively, "Buyer Indemnitees") harmless from and against the following (collectively, "Buyer Damages"):

(i) any and all liabilities and obligations of Seller, their agents, officers, shareholders, directors, successors or assigns or claimed liabilities and obligations of Seller, their agents, officers, shareholders, directors, successors or assigns that are not expressly assumed by Buyer hereunder including without limitation any liability to the USDA with respect to the Grants or otherwise under the USDA Agreement, and for any obligation with respect to the Bonds;

(ii) any and all liabilities and obligations which arise out of events occurring before the Closing Date with respect to the Acquired Assets or the Water System, except to the extent such liabilities and obligations result from the conduct, operations, actions, or omissions of Buyer or its affiliates and their respective agents, officers, directors, shareholders, employees, successors or assigns (including without limitation in connection with Buyer's or its affiliate's

negligence, willful misconduct or breach of contract in the performance of the Services under the Water Service Agreement);

(iii) any and all losses, liabilities, damages or deficiencies resulting from any misrepresentation, breach of warranty or non-fulfillment of any covenant or agreement on the part of Seller under the terms of this Agreement or any document or instrument executed by Seller in connection herewith, for which a Notice of Claim is given; and

(iv) all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, incident to the foregoing, provided, however,

(v) nothing herein shall require the Seller to incur any liability (whether direct or by way of reimbursement or indemnification) for any action or event for which, and to the extent, the Town would have immunity from suit or beyond the Seller's limitations on damages under 10 *Del. C.* §§ 4010 – 4013 and, for the avoidance of doubt, the Seller does not hereby waive the protections of such statutory provisions.

(c) Notice of Claims. If any Buyer Indemnitee or Seller Indemnitee (an "Indemnified Party") believes that such Indemnified Party has suffered or incurred or will suffer or incur any Buyer Damages or Seller Damages for which it is entitled to indemnification under this Agreement, such Indemnified Party shall provide a written notice (a "Notice of Claim") to the Party from whom indemnification is being claimed (the "Indemnifying Party") within fifteen (15) business days after the Indemnified Party has actual knowledge of such Buyer Damages or Seller Damages, specifying with reasonable particularity the basis for such claim in light of the circumstances then existing. If any action at law or suit in equity is instituted by or against a third party with respect to which any Indemnified Party intends to claim any Buyer Damages or Seller Damages, as the case may be, such Indemnified Party shall notify the Indemnifying Party of such action or suit within fifteen (15) business days after receiving notice of such action or suit. The failure of an Indemnified Party to give any notice required by this Section within such fifteen (15) business day periods shall not affect any of such Indemnified Party's rights under this Section 13 or otherwise, except and to the extent that such failure is actually prejudicial to the rights or obligations of the Indemnifying Party, *provided, however*, that a Notice of Claims must be presented prior to the expiration of the Survival Termination Date.

(d) Third Party Claims. The Indemnifying Party shall have the right to conduct and control, at its expense and through counsel of its choosing, the defense of any third party claim, action or suit, and the Indemnifying Party may negotiate a compromise or settlement of same, *provided* that the Indemnifying Party shall give the Indemnified Party advance notice of any proposed compromise or settlement and an opportunity to comment thereon, and shall not agree to any compromise or settlement that is objected to in writing by the Indemnified Party. The Indemnifying Party shall permit the Indemnified Party to participate in the defense of any such action or suit through counsel chosen by the Indemnified Party, *provided* that the fees and expenses of such counsel (if in addition to Indemnifying Party's counsel) shall be borne by the Indemnified

Party. Should the Indemnifying Party elect not to directly conduct and control such defense, the Indemnified Party shall have the right to do so at its own expense, through counsel of its choosing *provided* that the Indemnifying Party shall advance to the Indemnified Party the costs of such defense (including reasonable legal fees) upon written request of the Indemnified Party containing an undertaking to repay such advancements should a court of competent jurisdiction determine by final, non-appealable order that the Indemnified Party was not entitled to indemnification hereunder.

(e) Good Faith Efforts to Settle Disputes. Buyer and Seller agree that, prior to commencing any litigation against any other Party concerning any matter with respect to which such Party intends to claim a right of indemnification in such proceeding, the respective chief executive officers (or officers holding such authority) or other appropriate representatives of the Parties shall meet in a timely manner and attempt in good faith to negotiate a settlement of such dispute during such time.

(f) Payment. Without limiting the indemnification obligations of any Indemnifying Party hereunder, all indemnification and/or advancement payments under this Section 13 shall be made promptly in immediately available funds.

14. Cooperation in Litigation. Except for litigation between Buyer and Seller, each of the Parties hereto shall fully cooperate with the other in the defense or prosecution of any existing or future litigation or proceeding against or by such other Party relating to or arising out of the Water System or other Acquired Assets prior to, or on or after, the Closing Date. The Party receiving cooperation shall pay the expenses, including reasonable legal fees and disbursements, of the cooperating Party and its officers, directors, managers and employees reasonably incurred in connection with such litigation, unless such existing or future litigation was caused by the actions or omissions or breaches of the cooperating Party.

15. Concerning the Water Service Agreement.

(a) CCC/L&C Regulations. Pursuant to Section 9, subsection i., of the Water Service Agreement, the Parties have agreed that the Buyer shall, as part of the Services, implement a Cross-Connection Control Program under TUI's existing CCC Plan for the Town's Water System per the State of Delaware's Public Drinking Water Systems regulations (as provided therein, the "CCC Services"). Notwithstanding anything to the contrary set forth in the Water Service Agreement, in the event that the Closing Date occurs on or prior to December 1, 2024, or such extension thereof as may be agreed to, in writing, by the Parties (the "CCC Cut Off Date"), the Town will not be responsible to pay any fees or costs incurred, charged or chargeable by TUI or its affiliates for the provision of the CCC Services ("CCC Costs"). If any monthly invoices are submitted by TUI or its affiliates to the Town with respect to CCC Services as provided in the Water Service Agreement, notwithstanding any provision thereof to the contrary, the Town shall have no obligation to pay such invoices unless and until the Closing Date shall not have occurred on or before the CCC Cut Off Date. In such event, all such previously invoiced but deferred charges will become due and payable without interest within sixty (60) days of the CCC Cut Off Date. Upon and following the Closing, the Seller shall have no further obligation to pay any CCC Costs accrued after the Closing. In addition, after the Closing, the Seller shall have no further

obligation to pay any costs associated with the Lead and Copper Rule Revisions (LCRR) Services under Section 9, subsection j., of the Water Service Agreement accrued after the Closing ("LCRR Costs"). The Buyer shall present to the Seller at least five (5) business days prior to the scheduled Closing date final bills for any CCC Costs (if applicable) and LCRR Costs for services rendered through and including the Closing Date. The Parties shall settle such costs as a Closing Adjustment pursuant to Section 2(e).

(b) Termination upon Closing/Reservation of Rights. The Parties hereto acknowledge and agree that the Water Service Agreement shall terminate once Buyer has posted the final bills relating to the period of Seller's ownership of the Water System on or following the Closing Date, *provided, however*, notwithstanding anything in this Agreement to the contrary, neither Party has released (nor shall any releases be implied as a result of such termination) and each Party hereby reserves, all rights, claims, counterclaims, defenses, causes of action and choses in action (whether sounding in contract or tort, at law or in equity) that such Party may have based on the other Party's breach or performance of the Water Service Agreement prior to its termination. The intention of the Parties is for each Party to retain all of its rights under contract or at law and in equity in connection with the termination of the Water Service Agreement without creating any rights that may not currently exist under the Water Service Agreement. The Parties Agree that nothing contained herein shall be construed as altering, modifying or expanding the terms of the Water Service Agreement in any respect.

16. Miscellaneous.

(a) Expenses. Whether or not the transactions contemplated hereby are consummated, each of the Parties hereto shall pay all of its own legal and other fees, costs and expenses in connection herewith.

(b) Binding Effect. The representations, warranties, duties and obligations set forth herein shall be binding upon Buyer, Seller and their respective members, owners, shareholders, directors, officers, assigns, successors and affiliates.

(c) Termination.

(i) This Agreement may be terminated by the mutual written agreement signed by duly authorized representatives of Seller and Buyer at any time prior to the Closing Date.

(ii) In the event of termination hereunder, the Parties shall have no further rights or obligations hereunder.

(d) Counterpart Execution/Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Signed counterparts of this Agreement may be executed and delivered by physical or by electronic means including without limitation by facsimile and by email attaching scanned .PDF images of signed signature pages.

(e) Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received (i) upon receipt, if hand delivered, (ii) via email of a PDF copy upon delivery to the email addresses set forth below (*provided* that a physical copy shall also be delivered by other means as provided in this section); (iii) five (5) business days after being deposited with the U.S. Mail and sent by registered or certified mail, postage prepaid, or (iii) one (1) business day after being deposited with a nationally recognized overnight courier service, addressed as follows:

If to Seller:

Carol S. Houck
Town Manager
Town of Ocean View, Delaware
201 Central Avenue
Ocean View, DE 19970
Office – 302-539-9797, ext. 104
Mobile – 302-354-4564
chouck@oceanviewde.gov

with a copy to:

Veronica O. Faust, Esq.
Town Solicitor
Morris James LLP
19339 Coastal Hwy. Suite 300,
Rehoboth Beach, DE 19971] and
VFaust@morrisjames.com

If to Buyer:

Bruce Patrick, President
Tidewater Utilities, Inc.
1100 S. Little Creek Road
Dover, DE 19901
bpatrick@tuiwater.com

with a copy to:

Kashif I. Chowdhry, Esq.
Parkowski, Guerke & Swayze, P.A.
909 Silver Lake Blvd., 1st Floor
Dover, DE 19904
kchowdhry@pgslegal.com

In addition, regardless of delivery method, the Party giving notice shall provide a PDF copy of such notice to the other Party and/or its counsel by email if email addresses for such persons have been provided in this section. Either Party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section.

(f) Assignability. This Agreement and the rights and obligations hereunder shall not be assignable by any Party without the written consent of each other Party and any purported assignment in contravention of this section shall be deemed void ab initio.

(g) Governing Law; Successors and Assigns. This Agreement shall be governed by the laws of the State of Delaware, without regard to conflicts of laws principles. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

(h) Headings. The headings preceding the text of the sections and subsections of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

(i) Schedules and Exhibits. All schedules and exhibits which are referred to in this Agreement and which are attached hereto are expressly incorporated into and constitute a part of this Agreement. References to “herein” and “hereto” shall, unless the context requires otherwise, refer to this Agreement as a whole including all such schedules and exhibits.

(j) Entire Agreement; Amendments. This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect to such subject matter, except as specifically set forth in this Agreement. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the Party against whom enforcement of any waiver, change, modification, consent or discharge is sought.

(k) Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as a part of this Agreement a provision as similar to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(l) Construction. This Agreement has been prepared by Buyer and its professional advisors and reviewed by Seller and its professional advisors. Seller, Buyer and their separate advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of any Party or against any Party merely because of their efforts in preparing it.

(m) Waiver of Jury Trial. Seller and Buyer waive trial by jury in any action, proceeding or counterclaim brought by any of them against any other on all matters arising out of this Agreement.

(n) No Consequential Damages. Neither Party shall be liable hereunder for consequential or indirect loss or damage, including loss of profit, cost of capital, loss of goodwill, increased operating costs, punitive or exemplary damages, or any other special or incidental damages.

[The remainder of this page is blank intentionally; signature page follows]

[Signature Page to APA]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have set their hands and seal and executed this Agreement as of the date first above written.

SELLER:

TOWN OF OCEAN VIEW

By: _____

Name: _____

Title: _____

(SEAL)

Jill C. Oliver 6/3/24
JILL C. OLIVER
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 09-05-2026

BUYER:

TIDEWATER UTILITIES, INC.

By: _____

Name: _____

Title: _____

(SEAL)

[Signature Page to APA]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have set their hands and seal and executed this Agreement as of the date first above written.

SELLER:

TOWN OF OCEAN VIEW

By: _____

Name:

Title:

(SEAL)

BUYER:

TIDEWATER UTILITIES, INC.

By: Bruce E. Patrick

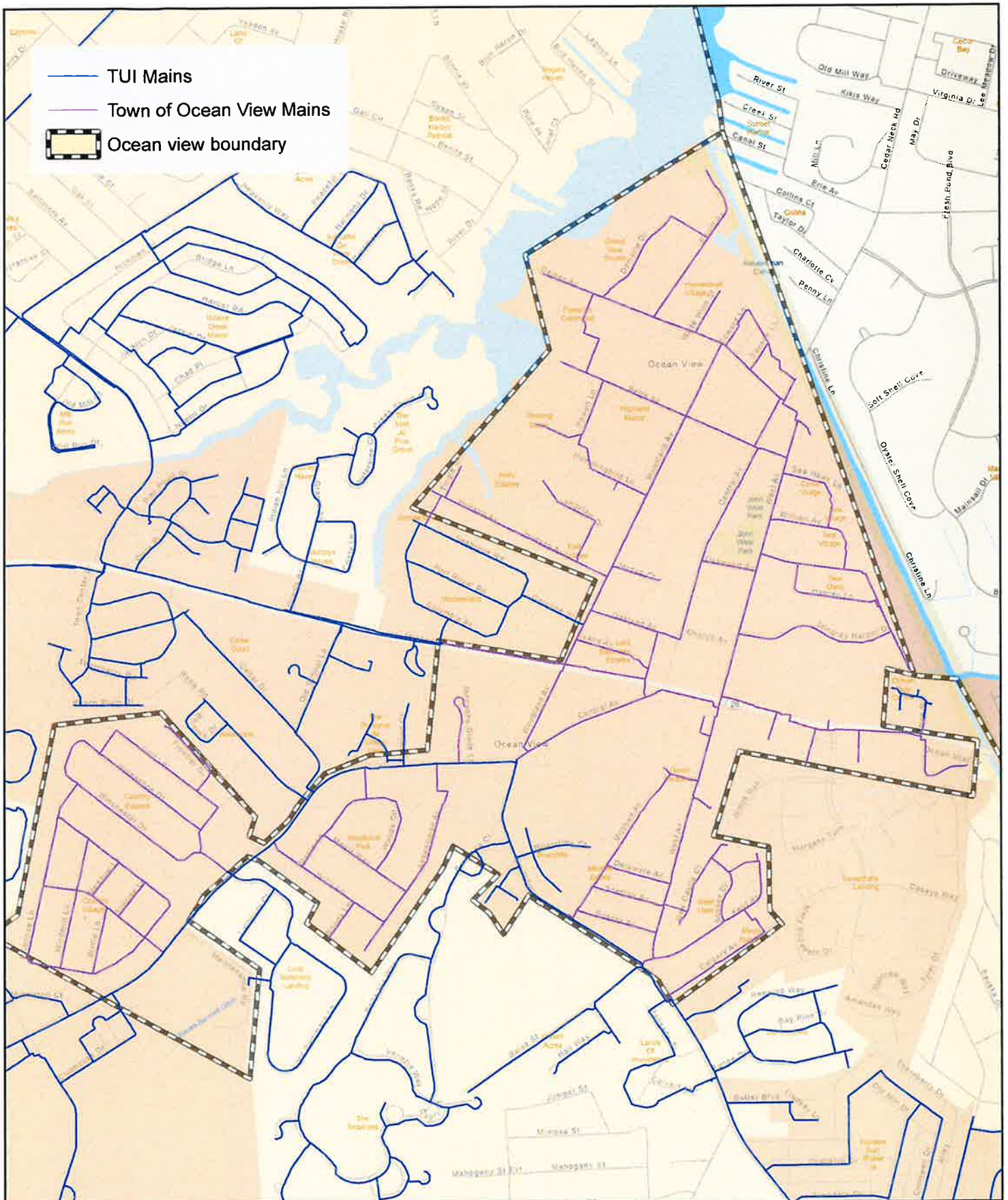
Name: Bruce E. Patrick

Title: President

(SEAL)

List of Schedules:

Schedule A-1	Water System Service Area – Drawing
Schedule A-2	Water System Service Area – Water Accounts by Tax Map Numbers
Schedule B-1	Acquired Assets/Water System
Schedule B-2	Acquired Assets/Easements
Schedule C	Form of Bill of Sale
Schedule C-1	Assignment of Contracts
Schedule D-1	Form of Easements Assignment
Schedule D-2	Form of Franchise Agreement
Schedule E	Asset Allocation Statement
Schedule F	List of Unrecorded Easements
Schedule G	Document list to be executed by Seller at Closing
Schedule H	Document list to be executed by Buyer at Closing



TIDEWATER

UTILITIES, INC.

A Middlesex Water Company Affiliate

SCHEDULE A - SERVICE AREA

TOWN OF OCEAN VIEW

SUSSEX COUNTY, DELAWARE



NOT TO SCALE

SCHEDULE A-2

Property Location	Alternate Id
0 Assawoman Avenue	
85 Atlantic Avenue (irrigation)	12.00-0300.00
89 Atlantic Avenue (retail)	12.00-0300.00
85 Atlantic Avenue	12.00-0300.00
58 Woodland Avenue	12.00-0301.00
56 Woodland Avenue	12.00-0302.00
6 Hudson Avenue	12.00-0303.00
8 Hudson Avenue	12.00-0304.00
10 Hudson Avenue	12.00-0304.01
12 Hudson Avenue	12.00-0304.02
7 Tingle Street	12.00-0306.00
9 Tingle Street	12.00-0306.01
4 Tingle Street	12.00-0307.00
5 Hudson Avenue	12.00-0308.00
48 Woodland Avenue	12.00-0308.01
50 Woodland Avenue	12.00-0309.00
46 Woodland Avenue	12.00-0310.00
44 Woodland Avenue	12.00-0311.00
17 Longview Drive	12.00-0311.01
15 Longview Drive	12.00-0311.02
13 Longview Drive	12.00-0311.03
11 Longview Drive	12.00-0311.04
7 Longview Drive (pole barn)	12.00-0311.05
7 Longview Drive	12.00-0311.05
42 Woodland Avenue	12.00-0311.06
40 Woodland Avenue	12.00-0312.00
40A Woodland Avenue	12.00-0313.00
38 Woodland Avenue	12.00-0314.00
0 Longview Drive	12.00-0315.00
20 Longview Drive	12.00-0315.01
23 Longview Drive	12.00-0315.02
24 Powell Lane	12.00-0316.00
34 Woodland Avenue	12.00-0317.01
32 Woodland Avenue	12.00-0317.01
28 Woodland Avenue	12.00-0318.00
28 Central Avenue	12.00-0319.00
32 Betts Avenue	12.00-0319.01
38 Betts Avenue	12.00-0319.02
36 Betts Avenue	12.00-0319.03
34 Betts Avenue	12.00-0319.04
30 Betts Avenue	12.00-0319.05
28 Betts Avenue	12.00-0319.06
20 Woodland Avenue	12.00-0319.07
22 Woodland Avenue	12.00-0319.08
48 Betts Avenue	12.00-0320.00
40 Betts Avenue	12.00-0320.01
42 Betts Avenue	12.00-0320.02
44 Betts Avenue	12.00-0320.03
46 Betts Avenue	12.00-0320.04
33 Betts Avenue	12.00-0321.00
30 Daisey Avenue	12.00-0321.01
6 Hickman Avenue	12.00-0321.02
4 Hickman Avenue	12.00-0321.03
0 Hickman Avenue	12.00-0321.04
47 Betts/2 Hickman Ave (metered lot)	12.00-0321.05
5 Hickman Avenue	12.00-0321.06
3 Hickman Avenue	12.00-0321.07

43 Betts/1 Hickman Ave	12.00-0321.08
60 Daisey Avenue	12.00-0322.00
34 Daisey Avenue	12.00-0323.00
22 Daisey Avenue	12.00-0324.00
33 Daisey Avenue	12.00-0325.00
23 Daisey Avenue	12.00-0325.01
13 Elliott Avenue	12.00-0325.02
45 Daisey Avenue	12.00-0326.00
Wilkinson Residual Lands	12.00-0327.00
4 Elliott Avenue	12.00-0327.01
6 Elliott Avenue	12.00-0327.02
2 B Elliott Avenue	12.00-0328.00
2 A Elliott Avenue	12.00-0329.00
7 Bridle Lane	12.00-0389.00
16 Wagon Wheel Road	12.00-0390.01
1 Winchester Drive	12.00-0391.01
14 Wagon Wheel Road	12.00-0391.03
1 Colt Lane	12.00-0393.00
104 Atlantic Avenue	12.00-0428.01
80 Woodland Avenue	12.00-0428.02
82 Woodland Avenue	12.00-0428.03
8 Johnsons Glade Lane	12.00-0428.04
7 Johnsons Glade Lane	12.00-0428.05
0 Johnsons Glade: metered for irrigation	12.00-0428.06
100 Atlantic Ave	12.00-0429.00
96 Atlantic Avenue	12.00-0430.00
92A - 92D Atlantic Avenue	12.00-0431.00 A
90 Atlantic Avenue	12.00-0433.00
86 Atlantic Avenue	12.00-0435.00
84 Atlantic Avenue	12.00-0436.00
74 Woodland Avenue	12.00-0437.00
78 Woodland Avenue	12.00-0438.00
131 Central Avenue	12.00-0449.00
2 Pine Lane	12.00-0454.00
21 Woods Circle	12.00-0455.00
147 Central Avenue	12.00-0456.00
23 Woods Circle	12.00-0456.01
25 Woods Circle	12.00-0457.00
165 Central Avenue	12.00-0459.00
18 Holly Lane	12.00-0463.00
12 Holly Lane	12.00-0465.00
10 Holly Lane	12.00-0466.00
15 Maple Way	12.00-0467.01
11 Maple Way	12.00-0467.02
9 Maple Way	12.00-0467.03
7 Maple Way	12.00-0467.04
143 Woodland Avenue	12.00-0471.00
149 Woodland Avenue	12.00-0472.00
112 West Avenue	12.00-0473.00
110 West Avenue	12.00-0474.00
5 Sussex Avenue	12.00-0475.00
7 Sussex Avenue	12.00-0476.00
9 Sussex Avenue	12.00-0477.00
11 Sussex Avenue	12.00-0478.00
13 Sussex Avenue	12.00-0479.00
14 Scanlon Avenue	12.00-0480.00
12 Scanlon Avenue	12.00-0481.00
10 Scanlon Avenue	12.00-0482.00
8 Scanlon Avenue	12.00-0483.00

108 West Avenue	12.00-0485.00
7 Scanlon Avenue	12.00-0486.00
9 Scanlon Avenue	12.00-0487.00
11 Scanlon Avenue	12.00-0488.00
26 Mitchell Avenue	12.00-0489.00
28 Mitchell Avenue	12.00-0489.01
20 Mitchell Avenue	12.00-0491.00
18 Mitchell Avenue	12.00-0492.00
9 Delaware Avenue	12.00-0493.00
7 Delaware Avenue	12.00-0494.00
94 West Avenue	12.00-0495.00
13 Mitchell Avenue	12.00-0496.00
96 West Avenue	12.00-0496.01
98 West Avenue	12.00-0496.02
14 Mitchell Avenue	12.00-0496.03
12 Mitchell Avenue	12.00-0496.04
15 Mitchell Avenue	12.00-0496.05
11 Mitchell Avenue	12.00-0496.06
9 Mitchell Avenue	12.00-0496.07
100 West Avenue	12.00-0496.08
111 Central Avenue	12.00-0498.01
107 Central Avenue	12.00-0499.00
4 Martin Drive	12.00-0499.01
2 Martin Drive	12.00-0499.02
105 Central Avenue	12.00-0499.03
90 West Avenue	12.00-0502.00
10 Mitchell Avenue	12.00-0502.01
92 West Avenue	12.00-0502.02
77 West Avenue	12.00-0504.00
79 West Avenue	12.00-0504.01
3 Thomas Lane	12.00-0504.02
5 Thomas Lane	12.00-0504.03
4 Thomas Lane	12.00-0504.04
81 West Avenue	12.00-0504.05
87 West Avenue	12.00-0505.00
89 West Avenue	12.00-0505.01
85 West Avenue	12.00-0505.02
95 West Avenue	12.00-0506.00
99 West Avenue	12.00-0507.00
97 West Avenue	12.00-0507.01
109 West Avenue	12.00-0508.00
101 West Avenue	12.00-0508.01
15 New Castle Court	12.00-0509.00
14 Kent Avenue	12.00-0509.01
113 West Avenue	12.00-0509.02
10 Kent Avenue	12.00-0509.03
25 Kent Avenue	12.00-0509.04
5 Sussex Drive	12.00-0509.05
13 New Castle Court	12.00-0509.06
26 Kent Avenue	12.00-0509.07
21 Kent Avenue	12.00-0509.08
23 Kent Avenue	12.00-0509.09
24 Kent Avenue	12.00-0509.10
117 West Avenue	12.00-0509.11
1 New Castle Court	12.00-0509.12
3 Sussex Drive	12.00-0509.13
4 New Castle Court	12.00-0509.14
29 Kent Avenue	12.00-0509.15

17 Sussex Drive	12.00-0509.16
5 New Castle Court	12.00-0509.17
11 New Castle Court	12.00-0509.18
16 Kent Avenue	12.00-0510.00
8 Kent Avenue	12.00-0511.00
6 Kent Avenue	12.00-0512.00
4 Kent Avenue	12.00-0513.00
2 Kent Avenue	12.00-0514.00
1 Kent Avenue	12.00-0515.00
5 Kent Avenue	12.00-0517.00
7 Kent Avenue	12.00-0518.00
9 Kent Avenue	12.00-0519.00
11 Kent Avenue	12.00-0520.00
13 Kent Avenue	12.00-0521.00
17 Kent Avenue	12.00-0521.01
15 Kent Avenue	12.00-0521.02
102 Central Avenue	12.00-0522.00
98 Central Avenue	12.00-0523.00
96 Central Avenue	12.00-0524.00
94 Central Avenue	12.00-0524.01
85 Woodland Avenue	12.00-0525.00
83 Woodland Avenue	12.00-0526.00
81 Woodland Avenue	12.00-0527.00
79 Woodland Avenue	12.00-0527.01
80 Atlantic Avenue	12.00-0528.00
76 Atlantic Avenue	12.00-0529.00
70 Atlantic Avenue	12.00-0530.00
68 Atlantic Avenue	12.00-0531.00
84 Central Avenue	12.00-0532.00
80 Central Avenue	12.00-0533.00
60 Atlantic Avenue	12.00-0534.00
75 Atlantic Avenue	12.00-0535.00
72 Atlantic Avenue	12.00-0536.00
88 Central Avenue	12.00-0536.02
69 Woodland Avenue	12.00-0539.00
57 Atlantic Avenue	12.00-0540.01
64 Central Avenue	12.00-0541.00
62 Central Avenue	12.00-0542.00
60 Central Avenue	12.00-0543.00
5 Oakland Avenue	12.00-0544.00
9 Oakland Avenue	12.00-0545.00
15 Oakland Avenue	12.00-0546.00
17 Oakland Avenue	12.00-0547.00
61 Woodland Avenue	12.00-0547.01
59 Woodland Avenue	12.00-0548.00
58 Central Avenue	12.00-0549.00
56 Central Avenue	12.00-0550.00
54 Central Avenue	12.00-0551.00
2 Jordyn Court	12.00-0552.00
52 Central Avenue	12.00-0552.01
1 Jordyn Court	12.00-0552.02
3 Jordyn Court	12.00-0552.03
5 Jordyn Court	12.00-0552.04
7 Jordyn Court	12.00-0552.05
9 Jordyn Court	12.00-0552.06
10 Jordyn Court	12.00-0552.07
8 Jordyn Court	12.00-0552.08
6 Jordyn Court	12.00-0552.09

4 Jordyn Court	12.00-0552.10
47 Woodland Avenue	12.00-0553.00
48 Central Avenue	12.00-0554.00
46 Central Avenue	12.00-0554.01
44 Central Avenue	12.00-0555.00
45 Woodland Avenue	12.00-0555.01
43 Woodland Avenue	12.00-0555.02
39 Woodland Avenue	12.00-0556.00
37 Woodland Avenue	12.00-0556.02
35 Woodland Avenue	12.00-0556.03
33 Woodland Avenue	12.00-0556.04
42 Central Avenue	12.00-0557.00
40 Central Avenue	12.00-0558.00
34 Central Avenue	12.00-0559.00
36 Central Avenue	12.00-0559.01
32 Central Avenue	12.00-0560.00
31 Woodland Avenue	12.00-0560.01
26 Central Avenue	12.00-0562.00
23 Woodland Avenue	12.00-0562.01
24 Central Avenue	12.00-0563.01
21 Betts Avenue	12.00-0564.00
17 Betts Avenue	12.00-0564.01
15 Woodland Avenue	12.00-0565.00
13 Woodland Avenue	12.00-0566.00
9 Woodland Avenue	12.00-0567.00
11 Woodland Avenue	12.00-0567.01
15 Betts Avenue	12.00-0569.00
13 Betts Avenue	12.00-0570.00
7 Betts Avenue/18 Central Ave	12.00-0571.00
16 Central Avenue	12.00-0572.00
14 Central Avenue	12.00-0573.00
12 Central Avenue	12.00-0574.00
10 Central Avenue	12.00-0575.00
6 Daisy Avenue	12.00-0576.00
8 Daisy Avenue	12.00-0577.00
10 Daisy Avenue	12.00-0578.00
12 Daisy Avenue	12.00-0579.00
16 Daisy Avenue	12.00-0580.00
7 Woodland Avenue	12.00-0580.01
5 Woodland Avenue	12.00-0580.02
21 Daisy Avenue	12.00-0581.00
8 Edward Lane	12.00-0582.00
3 Wade Winn Street	12.00-0583.00
2 Savage Lane	12.00-0585.00
7 Edward Lane	12.00-0586.00
15 Daisy Avenue	12.00-0587.00
13 Daisy Avenue	12.00-0589.00
3 Savage Lane	12.00-0590.00
1 Captain's Court	12.00-0592.00
7 Captain's Court	12.00-0592.01
5 Captain's Court	12.00-0592.02
3 Captain's Court	12.00-0592.03
0 Captain's Court	12.00-0592.04
7 Daisy Avenue	12.00-0593.00
6 Central Avenue	12.00-0594.00
8 Central Avenue	12.00-0595.00
4 West Ave	12.00-0596.00
13 Central Avenue	12.00-0596.00
15 Central Avenue	12.00-0597.00

6 West Avenue	12.00-0598.00
17 Central Avenue	12.00-0599.00
8 West Avenue	12.00-0599.01
19 Central Avenue	12.00-0600.00
16 West Avenue	12.00-0601.00
21 Central Avenue	12.00-0602.00
23 Central Avenue	12.00-0602.01
27 Central Avenue	12.00-0603.00
25 Central Avenue	12.00-0603.01
18 West Avenue	12.00-0603.02
20 West Avenue	12.00-0605.00
33 Central Avenue	12.00-0606.00
35 Central Avenue	12.00-0607.00
37 Central Avenue	12.00-0607.01
26 West Avenue	12.00-0608.00
39 Central Avenue	12.00-0609.00
28 West Avenue	12.00-0609.01
32 West Avenue	12.00-0610.00
41 Central Avenue	12.00-0611.00
9 Oakwood Avenue	12.00-0612.00
8 Oakwood Avenue	12.00-0613.00
49 Central Avenue	12.00-0614.00
6 Oakwood Avenue	12.00-0615.00
4 Oakwood Avenue	12.00-0616.00
40 West Avenue	12.00-0618.00
42 West Avenue	12.00-0619.00
44 West Avenue	12.00-0620.00
51 Central Avenue	12.00-0621.00
55 Central Avenue	12.00-0622.00
46 West Avenue	12.00-0623.00
48 West Avenue	12.00-0624.00
50 West Avenue	12.00-0625.00
61 Central Avenue	12.00-0626.00
59 Central Avenue	12.00-0627.00
63 Central Avenue	12.00-0628.00
1 Church Avenue	12.00-0628.01
52 West Avenue	12.00-0629.00
54 West Avenue	12.00-0630.00
56 West Avenue	12.00-0631.00
58 West Avenue	12.00-0632.00
67 Central Avenue	12.00-0633.00
71 Central Avenue	12.00-0634.00
53 Atlantic Avenue #1	12.00-0635.00 1
53 Atlantic Avenue #2	12.00-0635.00 2
53 Atlantic Avenue #3	12.00-0635.00 3
60 West Avenue	12.00-0636.00
62 West Avenue	12.00-0637.00
45 Atlantic Avenue	12.00-0638.00
49 Atlantic Avenue	12.00-0639.00
51 Atlantic Avenue	12.00-0640.00
81 Central Avenue	12.00-0645.00
58 Atlantic Avenue	12.00-0646.00
54 Atlantic Avenue	12.00-0646.00
54 Atlantic Avenue	12.00-0646.00
76 West Avenue	12.00-0651.00
86 West Avenue	12.00-0652.00
50 Atlantic Ave/61 West Ave	12.00-0653.00
40 Atlantic Avenue #101	12.00-0657.00
40 Atlantic Avenue #102	12.00-0657.00

42 Atlantic Avenue #102	12.00-0657.00
44 Atlantic Avenue	12.00-0657.00
42 Atlantic Avenue #101	12.00-0657.00
65 West Avenue	12.00-0659.00
67 West Avenue	12.00-0660.00
69 West Avenue	12.00-0661.00
73 West Avenue	12.00-0662.00
29 North Horseshoe Drive	12.00-0663.00
27 North Horseshoe Drive	12.00-0664.00
25 North Horseshoe Drive	12.00-0665.00
23 North Horseshoe Drive	12.00-0666.00
21 North Horseshoe Drive	12.00-0667.00
19 North Horseshoe Drive	12.00-0668.00
17 North Horseshoe Drive	12.00-0669.00
15 North Horseshoe Drive	12.00-0670.00
13 North Horseshoe Drive	12.00-0671.00
11 North Horseshoe Drive	12.00-0672.00
9 North Horseshoe Drive	12.00-0673.00
7 North Horseshoe Drive	12.00-0674.00
5 North Horseshoe Drive	12.00-0675.00
3 North Horseshoe Drive	12.00-0676.00
1 North Horseshoe Drive	12.00-0677.00
6 Wagon Wheel Road	12.00-0678.00
4 Colt Lane	12.00-0679.00
6 Colt Lane	12.00-0680.00
8 Colt Lane	12.00-0681.00
10 Colt Lane	12.00-0682.00
12 Colt Lane	12.00-0683.00
14 Colt Lane	12.00-0684.00
16 Colt Lane	12.00-0685.00
18 Colt Lane	12.00-0686.00
20 Colt Lane	12.00-0687.00
22 Colt Lane	12.00-0688.00
24 Colt Lane	12.00-0689.00
26 Colt Lane	12.00-0690.00
21 Colt Lane	12.00-0691.00
19 Colt Lane	12.00-0692.00
17 Colt Lane	12.00-0693.00
15 Colt Lane (metered lot)	12.00-0694.00
13 Colt Lane	12.00-0695.00
11 Colt Lane	12.00-0696.00
9 Colt Lane	12.00-0697.00
7 Colt Lane	12.00-0698.00
3 Frontier Drive	12.00-0699.00
2 Frontier Drive	12.00-0700.00
4 Frontier Drive	12.00-0701.00
6 Frontier Drive	12.00-0702.00
8 Frontier Drive	12.00-0703.00
10 Frontier Drive	12.00-0704.00
12 Frontier Drive	12.00-0705.00
14 Frontier Drive	12.00-0706.00
5 Wagon Wheel Road	12.00-0707.00
7 Wagon Wheel Road	12.00-0708.00
9 Wagon Wheel Road	12.00-0709.00
11 Wagon Wheel Road	12.00-0710.00
15 Wagon Wheel Road	12.00-0711.00
19 Wagon Wheel Road	12.00-0712.00
2 North Horseshoe Drive	12.00-0713.00

4 North Horseshoe Drive	12.00-0714.00
6 North Horseshoe Drive	12.00-0715.00
8 North Horseshoe Drive	12.00-0716.00
10 North Horseshoe Drive	12.00-0717.00
12 North Horseshoe Drive	12.00-0718.00
14 North Horseshoe Drive	12.00-0719.00
16 North Horseshoe Drive	12.00-0720.00
18 North Horseshoe Drive	12.00-0721.00
20 North Horseshoe Drive	12.00-0722.00
22 North Horseshoe Drive	12.00-0723.00
24 North Horseshoe Drive	12.00-0724.00
33 Winchester Drive	12.00-0725.00
36 Winchester Drive	12.00-0726.00
34 South Primrose Lane	12.00-0727.00
36 South Primrose Lane	12.00-0728.00
38 South Primrose Lane	12.00-0729.00
40 South Primrose Lane	12.00-0730.00
42 South Primrose Lane	12.00-0731.00
44 South Primrose Lane	12.00-0732.00
46 South Primrose Lane	12.00-0733.00
48 South Primrose Lane	12.00-0734.00
50 South Primrose Lane	12.00-0735.00
24 South Horseshoe Drive	12.00-0736.00
26 South Horseshoe Drive	12.00-0737.00
28 South Horseshoe Drive	12.00-0738.00
30 South Horseshoe Drive	12.00-0739.00
32 South Horseshoe Drive	12.00-0740.00
34 South Horseshoe Drive	12.00-0741.00
36 South Horseshoe Drive	12.00-0742.00
38 South Horseshoe Drive	12.00-0743.00
40 South Horseshoe Drive	12.00-0744.00
42 South Horseshoe Drive	12.00-0745.00
39 North Primrose Lane	12.00-0746.00
37 North Primrose Lane	12.00-0747.00
35 North Primrose Lane	12.00-0748.00
33 North Primrose Lane	12.00-0749.00
31 North Primrose Lane	12.00-0750.00
29 North Primrose Lane	12.00-0751.00
27 North Primrose Lane	12.00-0752.00
25 North Primrose Lane	12.00-0753.00
23 North Primrose Lane	12.00-0754.00
21 North Primrose Lane	12.00-0755.00
19 North Primrose Lane	12.00-0756.00
17 North Primrose Lane	12.00-0757.00
15 North Primrose Lane	12.00-0759.00
13 North Primrose Lane	12.00-0760.00
11 North Primrose Lane	12.00-0761.00
7 North Primrose Lane	12.00-0763.00
4 South Primrose Lane	12.00-0768.00
18 South Primrose Lane	12.00-0775.00
20 South Primrose Lane	12.00-0776.00
22 South Primrose Lane	12.00-0777.00
24 South Primrose Lane	12.00-0778.00
28 South Primrose Lane	12.00-0780.00
30 South Primrose Lane	12.00-0781.00
19 South Primrose Lane	12.00-0782.00
21 South Primrose Lane	12.00-0783.00
23 South Primrose Lane	12.00-0784.00
25 South Primrose Lane	12.00-0785.00

27 South Primrose Lane	12.00-0786.00
29 South Primrose Lane	12.00-0787.00
31 South Primrose Lane	12.00-0788.00
33 South Primrose Lane	12.00-0789.00
17 South Horseshoe Drive	12.00-0790.00
19 South Horseshoe Drive	12.00-0791.00
21 South Horseshoe Drive	12.00-0792.00
23 South Horseshoe Drive	12.00-0793.00
25 South Horseshoe Drive	12.00-0794.00
27 South Horseshoe Drive	12.00-0795.00
2 Windmill Lane	12.00-0796.00
4 Windmill Lane	12.00-0797.00
6 Windmill Lane	12.00-0798.00
8 Windmill Lane	12.00-0799.00
10 Windmill Lane	12.00-0800.00
12 Windmill Lane	12.00-0801.00
14 Windmill Lane	12.00-0802.00
16 Windmill Lane	12.00-0803.00
18 Windmill Lane	12.00-0804.00
20 Windmill Lane	12.00-0805.00
22 Windmill Lane	12.00-0806.00
24 Windmill Lane	12.00-0807.00
26 Windmill Lane	12.00-0808.00
23 Windmill Lane	12.00-0809.00
21 Windmill Lane	12.00-0810.00
19 Windmill Lane	12.00-0811.00
17 Windmill Lane	12.00-0812.00
15 Windmill Lane	12.00-0813.00
13 Windmill Lane	12.00-0814.00
9 Windmill Lane	12.00-0816.00
7 Windmill Lane	12.00-0817.00
3 Windmill Lane	12.00-0818.00
20 North Primrose Lane	12.00-0819.00
18 North Primrose Lane	12.00-0820.00
16 North Primrose Lane	12.00-0821.00
4 Meadow Lane	12.00-0822.00
3 Meadow Lane	12.00-0823.00
5 Meadow Lane	12.00-0824.00
7 Meadow Lane	12.00-0825.00
14 North Primrose Lane	12.00-0826.00
2 Sunrise Lane	12.00-0827.00
4 Sunrise Lane	12.00-0828.00
6 Sunrise Lane	12.00-0829.00
8 Sunrise Lane	12.00-0830.00
2 Bridle Lane	12.00-0831.00
4 Bridle Lane	12.00-0832.00
6 Bridle Lane	12.00-0833.00
8 Bridle Lane	12.00-0834.00
10 Bridle Lane	12.00-0835.00
12 Bridle Lane	12.00-0836.00
13 South Primrose Lane	12.00-0837.00
7 South Primrose Lane	12.00-0838.00
5 South Primrose Lane	12.00-0839.00
3 South Primrose Lane	12.00-0840.00
1 South Primrose Lane	12.00-0841.00
2 North Primrose Lane	12.00-0842.00
4 North Primrose Lane	12.00-0843.00
6 North Primrose Lane	12.00-0844.00
8 North Primrose Lane	12.00-0845.00

10 North Primrose Lane	12.00-0846.00
3 Sunrise Lane	12.00-0847.00
5 Sunrise Lane	12.00-0849.00
32 South Primrose Lane	12.00-0850.00
13 Evans Avenue	12.00-1217.00
18 Oakland Avenue	12.00-1218.00
16 Oakland Avenue	12.00-1219.00
14 Oakland Avenue	12.00-1220.00
12 Oakland Avenue	12.00-1221.00
10 Oakland Avenue	12.00-1222.00
8 Oakland Avenue	12.00-1223.00
6 Evans Avenue	12.00-1224.00
59 Atlantic Avenue	12.00-1225.00
61 Atlantic Avenue	12.00-1226.00
63 Atlantic Avenue	12.00-1227.00
69 Atlantic Avenue	12.00-1229.00
20 Oakland Avenue	12.00-1232.00
27 Woods Circle	12.00-1364.00
2 Maple Lane	12.00-1365.00
4 Maple Lane	12.00-1366.00
20 Holly Lane	12.00-1368.00
16 Holly Lane	12.00-1369.00
14 Holly Lane	12.00-1370.00
8 Maple Way	12.00-1371.00
10 Maple Way	12.00-1372.00
12 Maple Way	12.00-1373.00
14 Maple Way	12.00-1374.00
17 Holly Lane	12.00-1375.00
15 Holly Lane	12.00-1376.00
9 Holly Lane	12.00-1378.00
16 Mitchell Avenue	12.00-1379.00
24 Mitchell Avenue	12.00-1380.00
11 Delaware Avenue	12.00-1381.00
5 Delaware Avenue	12.00-1382.00
102 West Avenue	12.00-1383.00
104 West Avenue	12.00-1384.00
6 Delaware Avenue	12.00-1385.00
10 Delaware Avenue	12.00-1386.00
19 Mitchell Avenue	12.00-1387.00
106 West Avenue	12.00-1388.00
139 Woodland Avenue	12.00-1389.00
147 Woodland Avenue	12.00-1390.00
6 Sussex Avenue	12.00-1391.00
151 Woodland Avenue	12.00-1392.00
18 Longview Drive	12.00-1516.00
16 Longview Drive	12.00-1517.00
14 Longview Drive	12.00-1518.00
12 Longview Drive	12.00-1519.00
10 Longview Drive	12.00-1520.00
4 Longview Drive	12.00-1521.00
7 Hudson Avenue	12.00-1522.00
3 Longview Drive	12.00-1523.00
5 Longview Drive	12.00-1524.00
9 Hudson Avenue	12.00-1525.00
11 Hudson Avenue	12.00-1526.00
13 Hudson Avenue	12.00-1527.00
15 Hudson Avenue	12.00-1528.00
17 Hudson Avenue	12.00-1529.00
19 Hudson Avenue	12.00-1530.00

21 Hudson Avenue	12.00-1531.00
23 Hudson Avenue	12.00-1532.00
27 Hudson Avenue	12.00-1533.00
29 Hudson Avenue	12.00-1534.00
3 Tingle Street	12.00-1535.00
1 Tingle Street	12.00-1536.00
6 Tingle Street	12.00-1537.00
10 Tingle Street	12.00-1539.00
12 Tingle Street	12.00-1540.00
40 Hudson Avenue	12.00-1541.00
38 Hudson Avenue	12.00-1542.00
36 Hudson Avenue	12.00-1543.00
32 Hudson Avenue	12.00-1544.00
30 Hudson Avenue	12.00-1545.00
28 Hudson Avenue	12.00-1547.00
26 Hudson Avenue	12.00-1548.00
22 Hudson Avenue	12.00-1549.00
18 Hudson Avenue	12.00-1550.00
16 Hudson Avenue	12.00-1551.00
14 Hudson Avenue	12.00-1552.00
6 Woods Lane	12.00-1667.00
8 Woods Lane	12.00-1668.00
10 Woods Lane	12.00-1669.00
6 Woods Circle	12.00-1670.00
10 Woods Circle	12.00-1672.00
12 Woods Circle	12.00-1673.00
14 Woods Circle	12.00-1674.00
16 Woods Circle	12.00-1675.00
18 Woods Circle	12.00-1676.00
20 Woods Circle	12.00-1677.00
19 Woods Circle	12.00-1678.00
17 Woods Circle	12.00-1679.00
15 Woods Circle	12.00-1680.00
13 Woods Circle	12.00-1681.00
11 Woods Circle	12.00-1682.00
9 Woods Circle	12.00-1683.00
7 Woods Circle	12.00-1684.00
5 Woods Circle	12.00-1685.00
21 Assawoman Avenue	12.00-1686.00
19 Assawoman Avenue	12.00-1687.00
17 Assawoman Avenue	12.00-1688.00
15 Assawoman Avenue	12.00-1689.00
13 Assawoman Avenue	12.00-1690.00
11 Assawoman Avenue	12.00-1691.00
9 Assawoman Avenue	12.00-1692.00
7 Assawoman Avenue	12.00-1693.00
5 Assawoman Avenue	12.00-1694.00
4 Maple Way	12.00-1695.00
6 Maple Way	12.00-1696.00
7 Holly Lane	12.00-1698.00
5 Holly Lane	12.00-1699.00
3 Holly Lane	12.00-1700.00
4 Holly Lane	12.00-1701.00
6 Holly Lane	12.00-1702.00
3 Woods Lane	12.00-1703.00
5 Woods Lane	12.00-1704.00
32 Assawoman Avenue	12.00-1705.00
30 Assawoman Avenue	12.00-1706.00
7 Woods Lane	12.00-1707.00

28 Assawoman Avenue	12.00-1708.00
26 Assawoman Avenue	12.00-1709.00
24 Assawoman Avenue	12.00-1710.00
22 Assawoman Avenue	12.00-1711.00
20 Assawoman Avenue	12.00-1712.00
18 Assawoman Avenue	12.00-1713.00
16 Assawoman Avenue	12.00-1714.00
14 Assawoman Avenue	12.00-1715.00
12 Assawoman Avenue	12.00-1716.00
10 Assawoman Avenue	12.00-1717.00
8 Assawoman Avenue	12.00-1718.00
6 Assawoman Avenue	12.00-1719.00
4 Assawoman Avenue	12.00-1720.00
2 Assawoman Avenue	12.00-1721.00
1 Assawoman Avenue	12.00-1722.00
3 Assawoman Avenue	12.00-1723.00
1 Virginia Court	12.00-1725.00
3 Virginia Court	12.00-1726.00
5 Virginia Court	12.00-1727.00
7 Virginia Court	12.00-1728.00
8 Virginia Court	12.00-1729.00
6 Virginia Court	12.00-1730.00
4 Virginia Court	12.00-1731.00
80 West Avenue	12.00-1732.00
17 New Castle Court	12.00-1733.00
11 Sussex Drive	12.00-1734.00
6 Sussex Drive	12.00-1735.00
6 New Castle Court	12.00-1736.00
2 New Castle Court	12.00-1737.00
27 Kent Avenue	12.00-1743.00
19 Kent Avenue	12.00-1744.00
22 Kent Avenue	12.00-1745.00
12 Sussex Drive	12.00-1746.00
10 Sussex Drive	12.00-1747.00
8 Sussex Drive	12.00-1748.00
9 New Castle Court	12.00-1749.00
9 Sussex Drive	12.00-1750.00
7 Sussex Drive	12.00-1751.00
3 New Castle Court	12.00-1752.00
8 New Castle Court	12.00-1753.00
10 New Castle Court	12.00-1754.00
12 New Castle Court	12.00-1755.00
14 New Castle Court	12.00-1756.00
16 New Castle Court	12.00-1757.00
18 New Castle Court	12.00-1758.00
19 New Castle Court	12.00-1759.00
28 Kent Avenue	12.00-1760.00
30 Kent Avenue	12.00-1761.00
3 Winchester Drive	12.00-1784.00
5 Winchester Drive	12.00-1785.00
7 Winchester Drive	12.00-1786.00
9 Winchester Drive	12.00-1787.00
11 Winchester Drive	12.00-1788.00
13 Winchester Drive	12.00-1789.00
15 Winchester Drive	12.00-1790.00
17 Winchester Drive	12.00-1791.00
19 Winchester Drive	12.00-1792.00
21 Winchester Drive	12.00-1793.00
23 Winchester Drive	12.00-1794.00

25 Winchester Drive	12.00-1795.00
27 Winchester Drive	12.00-1796.00
34 Winchester Drive	12.00-1797.00
32 Winchester Drive	12.00-1798.00
30 Winchester Drive	12.00-1799.00
28 Winchester Drive	12.00-1800.00
26 Winchester Drive	12.00-1801.00
24 Winchester Drive	12.00-1802.00
22 Winchester Drive	12.00-1803.00
20 Winchester Drive	12.00-1804.00
16 Winchester Drive	12.00-1806.00
14 Winchester Drive	12.00-1807.00
12 Winchester Drive	12.00-1808.00
10 Winchester Drive	12.00-1809.00
8 Winchester Drive	12.00-1810.00
6 Winchester Drive	12.00-1811.00
4 Winchester Drive	12.00-1812.00
2 Winchester Drive	12.00-1813.00
8 Mitchell Avenue	12.00-1945.00
6 Mitchell Avenue	12.00-1946.00
4 Mitchell Avenue	12.00-1947.00
3 Mitchell Avenue	12.00-1948.00
5 Mitchell Avenue	12.00-1949.00
7 Mitchell Avenue	12.00-1950.00
58 Daisey Avenue	12.00-2008.00
2 Foreside Court	12.00-2011.00
6 Foreside Court	12.00-2013.00
8 Foreside Court	12.00-2014.00
9 Foreside Court	12.00-2015.00
48 Daisey Avenue	12.00-2016.00
46 Daisey Avenue	12.00-2017.00
44 Daisey Avenue	12.00-2018.00
42 Daisey Avenue	12.00-2019.00
40 Daisey Avenue	12.00-2020.00
38 Daisey Avenue	12.00-2021.00
36 Daisey Avenue	12.00-2022.00
57 Daisey Avenue	12.00-2023.00
55 Daisey Avenue	12.00-2024.00
53 Daisey Avenue	12.00-2025.00
51 Daisey Avenue	12.00-2026.00
49 Daisey Avenue	12.00-2027.00
47 Daisey Avenue	12.00-2028.00
8 DeMarie Drive	12.00-2031.00
6 DeMarie Drive	12.00-2032.00
4 DeMarie Drive	12.00-2033.00
2 DeMarie Drive	12.00-2034.00
1 DeMarie Drive	12.00-2035.00
8 Elliott Avenue	12.00-2036.00
3 DeMarie Drive	12.00-2037.00
10 Elliott Avenue	12.00-2038.00
5 DeMarie Drive	12.00-2039.00
12 Elliott Avenue	12.00-2040.00
7 DeMarie Drive	12.00-2041.00
14 Elliott Avenue	12.00-2042.00
9 DeMarie Drive	12.00-2043.00
16 Elliott Avenue	12.00-2044.00
11 DeMarie Drive	12.00-2045.00
18 Elliott Avenue	12.00-2046.00
13 DeMarie Drive	12.00-2047.00

37 Daisey Avenue	12.00-2048.00
35 Daisey Avenue	12.00-2049.00
39 Daisey Avenue	12.00-2050.00
10 DeMarie Drive	12.00-2051.00
21 Elliott Avenue	12.00-2144.00
17 Elliott Avenue	12.00-2145.00
8 Wade-Winn Street	12.00-2146.00
4 Wade-Winn Street	12.00-2147.00
2 Wade-Winn Street	12.00-2148.00
1 Wade-Winn Street	12.00-2149.00
5 Wade-Winn Street	12.00-2151.00
0 Daisey Avenue	12.00-2294.00
22 Powell Lane	12.00-2471.00
20 Powell Lane	12.00-2472.00
14 Powell Lane	12.00-2473.00
16 Powell Lane	12.00-2474.00
18 Powell Lane	12.00-2475.00
15 Powell Lane	12.00-2476.00
17 Powell Lane	12.00-2477.00
19 Powell Lane	12.00-2478.00
21 Powell Lane	12.00-2479.00
23 Powell Lane	12.00-2480.00
25 Powell Lane	12.00-2481.00
27 Powell Lane (has pier/for amb)	12.00-2482.00
2 Johnsons Glade Lane	12.00-3511.00
4 Johnsons Glade Lane	12.00-3512.00
6 Johnsons Glade Lane	12.00-3513.00
10 Johnsons Glade Lane	12.00-3514.00
12 Johnsons Glade Lane	12.00-3515.00
14 Johnsons Glade Lane	12.00-3516.00
15 Johnsons Glade Lane	12.00-3517.00
13 Johnsons Glade Lane	12.00-3518.00
11 Johnsons Glade Lane	12.00-3519.00
9 Johnsons Glade Lane	12.00-3520.00
5 Johnsons Glade Lane	12.00-3521.00
3 Johnsons Glade Lane	12.00-3522.00
1 Johnsons Glade Lane	12.00-3523.00
2 Elliott Avenue	13.00-0001.00
1 Elliott Avenue	13.00-0002.00 A
11 Elliott Avenue	13.00-0003.00
3 West Avenue	13.00-0004.00
4 Canal Court	13.00-0004.01
2 Canal Court	13.00-0004.02
1 Canal Court	13.00-0004.03
7 Canal Court	13.00-0004.04
5 Canal Court	13.00-0004.05
1 Central Avenue	13.00-0004.06
1 West Avenue	13.00-0004.07
9 Central Avenue	13.00-0005.00
7 West Avenue	13.00-0006.00
9 West Avenue	13.00-0007.00
11 West Avenue	13.00-0008.00
17 West Avenue	13.00-0009.00
13 West Avenue	13.00-0009.01
23 Osprey Lane	13.00-0011.00
37 West Avenue	13.00-0011.02
33 West Avenue	13.00-0011.03
35 West Avenue	13.00-0011.04
39 West Avenue	13.00-0011.05

41 West Avenue	13.00-0012.00
47 West Avenue	13.00-0013.00
Open Space/Wetlands STINGRAY	13.00-0013.00
21 Stingray Harbor Drive	13.00-0013.00 11
1 Stingray Harbor Drive	13.00-0013.00 01
3 Stingray Harbor Drive	13.00-0013.00 02
5 Stingray Harbor Drive	13.00-0013.00 03
7 Stingray Harbor Drive	13.00-0013.00 04
9 Stingray Harbor Drive	13.00-0013.00 05
11 Stingray Harbor Drive	13.00-0013.00 06
13 Stingray Harbor Drive	13.00-0013.00 07
15 Stingray Harbor Drive	13.00-0013.00 08
17 Stingray Harbor Drive	13.00-0013.00 09
19 Stingray Harbor Drive	13.00-0013.00 10
23 Stingray Harbor Drive	13.00-0013.00 12
25 Stingray Harbor Drive	13.00-0013.00 13
27 Stingray Harbor Drive	13.00-0013.00 14
29 Stingray Harbor Drive	13.00-0013.00 15
31 Stingray Harbor Drive	13.00-0013.00 16
35 Stingray Harbor Drive	13.00-0013.00 17
37 Stingray Harbor Drive	13.00-0013.00 18
39 Stingray Harbor Drive	13.00-0013.00 19
41 Stingray Harbor Drive	13.00-0013.00 20
43 Stingray Harbor Drive	13.00-0013.00 21
45 Stingray Harbor Drive	13.00-0013.00 22
42 Stingray Harbor Drive	13.00-0013.00 23
40 Stingray Harbor Drive	13.00-0013.00 24
38 Stingray Harbor Drive	13.00-0013.00 25
36 Stingray Harbor Drive	13.00-0013.00 26
34 Stingray Harbor Drive	13.00-0013.00 27
32 Stingray Harbor Drive	13.00-0013.00 28
30 Stingray Harbor Drive	13.00-0013.00 29
28 Stingray Harbor Drive	13.00-0013.00 30
26 Stingray Harbor Drive	13.00-0013.00 31
24 Stingray Harbor Drive	13.00-0013.00 32
22 Stingray Harbor Drive	13.00-0013.00 33
20 Stingray Harbor Drive	13.00-0013.00 34
18 Stingray Harbor Drive	13.00-0013.00 35
16 Stingray Harbor Drive	13.00-0013.00 36
49 West Avenue	13.00-0013.02
45 West Avenue	13.00-0013.03
Streets & ROW:Stingray Harbor	13.00-0013.04
51 & 55 West Avenue (Church Fire Protection)	13.00-0016.00
51 & 55 West Avenue (Parsonage)	13.00-0016.00
41 Atlantic Avenue	13.00-0018.00
39 Atlantic Avenue	13.00-0019.00
35 Atlantic Avenue (metered lot)	13.00-0020.00
33 Atlantic Avenue (metered lot)	13.00-0021.00
29 Atlantic Avenue	13.00-0023.00
27 Atlantic Avenue	13.00-0024.00
23 Atlantic Avenue	13.00-0025.01
19 Atlantic Avenue	13.00-0026.00
17 Atlantic Avenue #3	13.00-0027.00
36 Atlantic Avenue	13.00-0033.00
38 Atlantic Avenue	13.00-0034.01
32 Atlantic Avenue	13.00-0034.02
34 Atlantic Avenue	13.00-0034.03
30 Atlantic Avenue	13.00-0035.00

12 Bluefin Court	13.00-0036.00
2 Bluefin Court	13.00-0036.00 01
4 Bluefin Court	13.00-0036.00 02
6 Bluefin Court	13.00-0036.00 03
8 Bluefin Court	13.00-0036.00 04
16 Bluefin Court	13.00-0036.00 05
18 Bluefin Court	13.00-0036.00 06
20 Bluefin Court	13.00-0036.00 07
22 Bluefin Court	13.00-0036.00 08
9 Bluefin Court	13.00-0036.00 09
11 Bluefin Court	13.00-0036.00 10
13 Bluefin Court	13.00-0036.00 11
15 Bluefin Court	13.00-0036.00 12
17 Bluefin Court	13.00-0036.00 13
19 Bluefin Court	13.00-0036.00 14
21 Bluefin Court	13.00-0036.00 15
1 Tyler Drive	13.00-0041.00
3 Tyler Drive	13.00-0041.01
5 Tyler Drive	13.00-0041.02
7 Tyler Drive	13.00-0041.03
0 Tyler Drive: Outlet A & B	13.00-0041.04 A & B
16 Atlantic Avenue	13.00-0042.00
14 Atlantic Avenue	13.00-0044.00
23 Ocean Mist Drive	13.00-0045.00 01A
21 Ocean Mist Drive	13.00-0045.00 01B
19 Ocean Mist Drive	13.00-0045.00 02A
17 Ocean Mist Drive	13.00-0045.00 02B
15 Ocean Mist Drive	13.00-0045.00 03A
13 Ocean Mist Drive	13.00-0045.00 03B
11 Ocean Mist Drive	13.00-0045.00 04A
9 Ocean Mist Drive	13.00-0045.00 04B
7 Ocean Mist Drive	13.00-0045.00 05A
5 Ocean Mist Drive	13.00-0045.00 05B
3 Ocean Mist Drive	13.00-0045.00 06A
1 Ocean Mist Drive	13.00-0045.00 06B
2 Ocean Mist Drive	13.00-0045.00 07A
4 Ocean Mist Drive	13.00-0045.00 07B
6 Ocean Mist Drive	13.00-0045.00 08A
8 Ocean Mist Drive	13.00-0045.00 08B
10 Ocean Mist Drive	13.00-0045.00 09A
12 Ocean Mist Drive	13.00-0045.00 09B
14 Ocean Mist Drive	13.00-0045.00 10A
16 Ocean Mist Drive	13.00-0045.00 10B
18 Ocean Mist Drive	13.00-0045.00 11A
20 Ocean Mist Drive	13.00-0045.00 11B
22 Calgary Avenue	13.00-0051.00
24 Calgary Avenue	13.00-0051.01
17 Calgary Avenue	13.00-0052.00
15 Calgary Avenue	13.00-0053.00
1 Calgary Avenue	13.00-0054.00
8 Calgary Avenue	13.00-0055.01
4 Calgary Avenue	13.00-0055.02
6 Calgary Avenue	13.00-0055.04
9 Calgary Avenue	13.00-0055.05
10 Calgary Avenue	13.00-0055.06
11 Calgary Avenue	13.00-0055.07
7 Calgary Avenue	13.00-0055.08
12 Calgary Avenue	13.00-0055.09

2 Calgary Avenue	13.00-0055.10
14 Calgary Avenue	13.00-0055.11
23 Calgary Avenue	13.00-0055.12
13 Calgary Avenue	13.00-0055.13
16 Calgary Avenue	13.00-0055.14
20 Calgary Avenue	13.00-0055.15
21 Calgary Avenue	13.00-0055.16
18 Calgary Avenue	13.00-0055.17
25 Osprey Lane	13.00-0878.00
27 Osprey Lane	13.00-0879.00
29 Osprey Lane	13.00-0880.00
31 Osprey Lane	13.00-0881.00
35 Osprey Lane	13.00-0882.00
37 Osprey Lane	13.00-0883.00
39 Osprey Lane	13.00-0884.00
41 Osprey Lane	13.00-0885.00
45 Osprey Lane	13.00-0886.00
47 Osprey Lane	13.00-0887.00
49 Osprey Lane	13.00-0888.00
51 Osprey Lane	13.00-0889.00
53 Osprey Lane	13.00-0890.00
4 Osprey Lane	13.00-0891.00
6 Osprey Lane	13.00-0892.00
8 Osprey Lane	13.00-0893.00
12 Osprey Lane	13.00-0894.00
14 Osprey Lane	13.00-0895.00
16 Osprey Lane	13.00-0896.00
18 Osprey Lane	13.00-0897.00
20 Osprey Lane	13.00-0898.00
26 Osprey Lane	13.00-0899.00
28 Osprey Lane	13.00-0900.00
30 Osprey Lane	13.00-0901.00
34 Osprey Lane	13.00-0902.00
36 Osprey Lane	13.00-0903.00
42 Osprey Lane	13.00-0904.00
11 Osprey Lane (under construction)	13.00-0905.00
13 Osprey Lane	13.00-0906.00
15 Osprey Lane	13.00-0907.00
17 Osprey Lane	13.00-0908.00
19 Osprey Lane	13.00-0909.00
9 Sea Hawk Lane	13.00-1176.00
5 Sea Hawk Lane	13.00-1177.00
3 Sea Hawk Lane	13.00-1179.00
2 Sea Hawk Lane	13.00-1182.00
6 Sea Hawk Lane	13.00-1183.00
8 Sea Hawk Lane	13.00-1184.00
15 West Avenue	13.00-1185.00
19 William Avenue	13.00-1245.00
15 William Avenue	13.00-1246.00
13 William Avenue	13.00-1247.00
11 William Avenue	13.00-1248.00
9 William Avenue	13.00-1249.00
7 William Avenue	13.00-1250.00
5 William Avenue	13.00-1251.00
3 William Avenue	13.00-1252.00
1 William Avenue	13.00-1253.00
8 William Avenue	13.00-1254.00
10 William Avenue	13.00-1255.00

12 William Avenue	13.00-1256.00
14 William Avenue	13.00-1257.00
16 William Avenue	13.00-1258.00
201 Central Avenue	16.00-0289.05

SCHEDULE B-1: ACQUIRED ASSETS/WATER SYSTEM

- I. **Definitions:** Any terms used herein shall have the meanings and definitions prescribed to them in the Asset Purchase Agreement dated as of June 3, 2024 (“APA”), to which this Schedule B-1 is an Exhibit and part thereof, unless otherwise set forth herein. Subject in all respects to the terms of the APA (and related transaction documents), the Acquired Assets are described as follows:
- II. **Real Estate:** Any and all rights of ways, easements, or other similar interests in real property of whatsoever nature involved in or relating to the operations, use, maintenance, location, management or otherwise to the function of the Water System and the Acquired Assets. Such real property shall include, but not be limited to, the Easements described on Schedules B1, B2, D1, D2 and F to the APA, subject to any rights as may be reserved by the Seller or the State of Delaware under the APA and related transaction documents, including the Easements Assignment, Franchise Agreement and/or State Confirmation Letter.
- III. **Infrastructure:** Any and all water supply infrastructure, equipment, lines, mains, valves, hydrants, meters, meter pits, service lines and improvements or other infrastructure and related appurtenances of whatsoever nature that form part of the Water System and are used in connection with or relating to the use, operations, management, maintenance or function of the Water System and/or Acquired Assets. The acquired infrastructure includes, but is not limited to, approximately 14 miles of water main and associated fittings, approximately 240 valves and approximately 88 fire hydrants as further identified in the following plans of the Water System, which are incorporated by reference herein:

- a. Ocean View Water Distribution System for Town of Ocean View Record Drawings, prepared by Davis, Bowen & Friedel, Inc., sealed and dated January 14, 2008, cover page through page number 39.
- b. Johnsons Glade Utility Plan, prepared by Pennoni Associates Inc., dated November 7, 2014, with Final Plan Review date of April 19, 2016, Drawing No. CS1701.
- c. Tidewaters Utility Plan, prepared by Pennoni Associates Inc., dated November 3, 2014, with Final Plan Review date of April 19, 2016, Drawing No. CS1701.
- d. Town of Ocean View Water Main Relocates, Construction Plans prepared by Tidewater Utilities, Inc., dated January 18, 2013, Sheet No. 7.
- e. Mariner's Bethel United Methodist Church Proposed Utility Plan, prepared by Becker Morgan Group, dated April 8, 2019, with Final Plan Review date of December 18, 2019, Sheet C-301.
- f. Stingray Harbor Utility Plan, prepared by George, Miles & Buhr, LLC, dated May 9, 2019, Sheet Nos. C5.1 and C5.2.

IV. Accounts Receivables and Customer Prepayments:

All receivables relating to delivery of water services after the Closing Date shall belong to Buyer. Expressly excluded from the Acquired Assets shall be any of Seller's cash on hand and/or funds received or to be received from the Water System Customers arising from water services provided up to and including the Closing Date.

V. Licenses and Permits: All of Seller's licenses, Certificates of Public Convenience and Necessity, permits, consents, authorizations, approvals and certificates of any regulatory, administrative, municipal or other governmental agency or body relating to the Water System and/or the Acquired Assets, to the extent the same are transferable, and any licenses, permits, consents, certificates or other approvals of any kind whatsoever necessary or incidental to the ownership, use or maintenance of the Water System. This Schedule B-1 and the APA are expressly conditioned upon and contingent upon such consents and approvals being authorized by any governing agency, entity, body or person with applicable jurisdiction.

VI. Other Assets:

A. All rights of Seller to provide water service from the Water System to the Water System Customers, and related customer contracts of the Seller relating to the Water System and the Acquired Assets as of the Closing Date, including, but not limited to, customer lists, addresses and telephone numbers and payment histories and documents.

B. All of Seller's goodwill associated with the Water System and the Acquired Assets;

C. The interest of Seller in all property of the foregoing types, arising or acquired in the ordinary course of the business of Seller in respect of the Acquired Assets between the date hereof and the Closing Date.

D. Copies of all of Seller's customer records, books of account, accounting records, technical or other drawings, files, papers and records of whatsoever nature used in connection with or relating to the conduct, activities, operations, finances or otherwise of the Water System and the Acquired Assets

E. All of Seller's warranties (to the extent transferrable), maintenance logs and records relating to or concerning the Water System and the Acquired Assets.

F. All of Seller's interest in the Water System as a going concern.

G. All of Seller's copyrights, patents, trademarks, licensing rights of or relating to the Water System and/or the Acquired Assets.

SCHEDULE B-2

(Acquired Assets/Easements)

(List of Recorded Easements)

Existing Recorded Easements	Deed Book Reference
134-12.00-297.00	3431/134
134-12.00-298.00	3431/139
134-12.00-300.00	3277/299
134-12.00-300.00-A	3277/299
134-12.00-300.00-B	3277/299
134-12.00-313.00	3483/260
134-12.00-314.00	3473/334
134-12.00-317.00	3473/319
134-12.00-317.01	3473/309
134-12.00-321.02	3447/55
134-12.00-321.03	3447/50
134-12.00-321.05	3447/43
134-12.00-327.00	3272/261
134-12.00-446.00	3498/168
134-12.00-446.01	3498/168
134-12.00-446.02	3498/168
134-12.00-499.02	3271/165
134-12.00-501.00	3271/170
134-12.00-508.00	3465/145
134-12.00-508.01	3441/6
134-12.00-509.05	3473/324
134-12.00-509.13	3473/329
134-12.00-513.00	3421/166
134-12.00-521.00	3421/117
134-12.00-522.00	3498/163
134-12.00-534.00	3271/114
134-12.00-540.01	3843/100
134-12.00-572.00	3271/154
134-12.00-573.00	3271/160
134-12.00-574.00	3271/149
134-12.00-575.00	3272/236
134-12.00-582.00	3277/294
134-12.00-585.00	3455/315
134-12.00-586.00	3421/132
134-12.00-587.00	3272/271
134-12.00-590.00	3465/140
134-12.00-592.00	3447/38

134-12.00-592.01	3447/38
134-12.00-592.02	3447/38
134-12.00-592.03	3447/38
134-12.00-592.04	3447/38
134-12.00-592.05	3447/38
134-12.00-593.00	3449/221
134-12.00-599.00	3272/246
134-12.00-601.00	3277/309
134-12.00-602.00	3277/309
134-12.00-603.00	3271/124
134-12.00-603.01	3479/118
134-12.00-606.00	3278/346
134-12.00-607.00	3479/113
134-12.00-609.00	3271/129
134-12.00-611.00	3271/134
134-12.00-612.00	3272/266
134-12.00-613.00	3443/277
134-12.00-614.00	3272/241
134-12.00-621.00	3443/282
134-12.00-622.00	3272/251
134-12.00-624.02	3277/279
134-12.00-626.00	3271/144
134-12.00-627.00	3277/279
134-12.00-628.00	3272/256
134-12.00-633.00	3271/139
134-12.00-642.00	3421/186
134-12.00-643.00	3421/191
134-12.00-644.00	3294/146
134-12.00-645.00	3421/196
134-12.00-646.00	3279/6
134-12.00-647.00	3279/11
134-12.00-648.00	3279/16
134-12.00-649.00	3279/21
134-12.00-657.00	3514/38
134-12.00-666.00	3271/191
134-12.00-689.00	3271/175
134-12.00-746.00	3421/181
134-12.00-1223.00	3438/17
134-12.00-1224.00	3278/336
134-12.00-1225.00	3271/180
134-12.00-1226.00	3271/185
134-12.00-1227.00	3294/151
134-12.00-1229.00	3421/161
134-12.00-1694.00	3277/304
134-12.00-1726.00	3279/1
134-12.00-1757.00	3278/341

134-12.00-1758.00	3430/139
134-12.00-1801.00	3430/144
134-12.00-1948.00	3421/137
134-12.00-2015.00	3473/314
134-12.00-2088.00	3431/144
134-12.00-2089.00	3431/149
134-12.00-2470.00	3469/177
134-12.00-2476.00	3469/172
134-13.00-4.06	3421/156
134-13.00-4.07	3294/141
134-13.00-5.00	3271/119
134-13.00-21.00	3278/331
134-13.00-23.00	3513/156
134-13.00-34.02	3272/231
134-13.00-35.00	3294/136
134-13.00-36.00	3421/176
134-13.00-41.00	3421/142 & 3532/147
134-13.00-41.02	3615/108
134-13.00-42.00	3421/171
134-13.00-44.00	3277/284
134-13.00-50.01	2525/276
134-13.00-55.02	3421/122
134-13.00-882.00	3277/289
134-13.00-1182.00	3421/127
134-13.00-1248.00	3271/109
134-13.00-1254.00	3465/135

(List of Unrecorded Easements)

Easements obtained but never recorded. Seller intends to secure easements from current owners or condemn.

134-12.00-600.00

134-12.00-1800.00

134-13.00-41.01

Easements never obtained. Seller intends to secure easements from current owners or condemn.

134-12.00-535.00

134-13.00-41.04

134-12.00-667.00

134-12.00-688.00

134-12.00-584.00

134-12.00-591.00

SCHEDULE C

BILL OF SALE

WHEREAS, the Town of Ocean View, a municipality in the County of Sussex, State of Delaware (hereinafter referred to as "SELLER") and Tidewater Utilities, Inc., a Delaware public utility corporation (hereinafter referred to as "BUYER"), entered into an Asset Purchase Agreement, dated as of _____ (the "Agreement"), providing for, among other things, the purchase and assignment of certain assets, rights and permits by the Seller to the Buyer (each capitalized term used herein and in any exhibits attached hereto shall have the meaning ascribed to it in the Agreement, except as otherwise defined herein); and

WHEREAS, pursuant to and subject to the terms and conditions of the Agreement, the Seller agreed to transfer, sell and assign and the Buyer agreed to buy and acquire certain rights, permits and assets of the Seller; and

NOW THEREFORE, this Bill of Sale witnesses that, for good and valuable consideration now paid by the Buyer to the Seller at or before the execution and delivery of this Bill of Sale (the receipt and sufficiency of which are hereby acknowledged) SELLER does hereby grant, sell, transfer, set over, assign, and deliver unto BUYER, all of its right, title, privileges and interest, in and to all that personal property and those interests, permits and rights included in the Acquired Assets (as defined in the Agreement and as described therein and in the schedules thereto which are attached hereto and incorporated by reference herein and made a part hereof);

TO HAVE AND TO HOLD, the said personal property, rights and interests, hereinbefore mentioned and referenced or more fully described in the Agreement and its exhibits unto the said BUYER, its successors, and assigns, as the case may be, unto its use and benefit forever.

AND SELLER, ITS SUCCESSORS, AND ASSIGNS, AS THE CASE MAY BE, DOES HEREBY COVENANT with the said BUYER, its successors, and assigns, as the case may be, that: SELLER is the owner of the above described property, rights, permits and interests; that such property, rights, permits and interests are free and clear of all liens and encumbrances except Permitted Encumbrances as defined in the Agreement (as applicable); that SELLER has a good right to sell, transfer and assign the same as aforesaid; and that SELLER specially warrants and will defend the same against the lawful claims and demands of all persons.

The terms of the Agreement are incorporated into this Bill of Sale by this reference. Seller and Buyer hereby acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded by this Bill of Sale but shall remain in full force and effect to the full extent provided in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Bill of Sale, the terms of the Agreement shall govern.

This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. A signed copy of this Bill of Sale delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

This Bill of Sale and any claim, controversy, dispute, or cause of action based upon, arising out of, or relating to this Bill of Sale and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[The remainder of this page is blank intentionally; the signature page(s) follow]

[Signature page to Bill of Sale and Assignment]

IN WITNESS WHEREOF, the SELLER has executed this Bill of Sale effective on this _____ day of February, 2024.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF OCEAN VIEW

Witness

_____, Town Manager

Attest: _____
_____, Town Clerk

Buyer hereby acknowledges acceptance of this Bill of Sale and accepts title to the Acquired Assets subject to the terms hereof under the Agreement as of the Closing Date.

TIDEWATER UTILITIES, INC.

By _____
Print Name: _____
Title: _____

Schedule C-1:

Assignment of Contracts

This Assignment of Contracts is entered into as of the ____ day of _____, 20__ by and between the Town of Ocean View, a municipality in the County of Sussex, State of Delaware (hereinafter "SELLER"), and Tidewater Utilities, Inc., a Delaware Corporation, ("BUYER") pursuant to that certain Asset Purchase Agreement dated as of June 3, 2024 (the "Agreement") between SELLER and BUYER. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SELLER hereby grants, transfers, conveys, sells and assigns to BUYER and its successors and assigns all of SELLER'S rights and interests in and to all water service contracts (to the extent in existence on the date hereof) with SELLER's Water System Customers within the water service area described as the "Service Area" by the drawing attached to the Agreement as Schedule A-1 and by the list of the Town's water accounts by tax map numbers attached to the Agreement as Schedule A-2 and the rights to furnish and provide public water service to the Service Area and to the Water System Customer thereof and to receive any and all compensation, benefits and/or payments associated with providing said public water service to the Water System Customers in the Service Area after the date of Closing as established by the Agreement, and to receive and keep all documents and records relating to or in connection therewith, all of which have been heretofore provided by SELLER to BUYER, the receipt of which is acknowledged.

Subject to any warranties, terms, indemnifications provisions or other representations set forth in the Agreement, BUYER hereby assumes SELLER'S obligations under the aforesaid assigned contracts effective as of and continuing after the date hereof (but shall not assume any of SELLER'S obligations arising prior to and including the date of Closing).

The terms of the Agreement are incorporated into this Assignment of Contracts by this reference. Seller and Buyer hereby acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded by this Assignment of Contracts but shall remain in full force and effect to the full extent provided in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Assignment of Contracts, the terms of the Agreement shall govern.

This Assignment of Contracts may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. A signed copy of this Assignment of Contracts delivered by facsimile, e-mail, or other means of

electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment of Contracts.

This Assignment of Contracts and any claim, controversy, dispute, or cause of action based upon, arising out of, or relating to this Assignment of Contracts and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, the SELLER and BUYER, through their undersigned authorized representatives, have executed and delivered this Assignment of Contracts with effect as of the date first above written.

SELLER:

Town of Ocean View

BY: _____ (SEAL)

Name:

Title:

BUYER:

Tidewater Utilities, Inc.

BY: _____ (SEAL)

Name:

Title:

SCHEDULE D-1

PREPARED BY/RETURN TO:
Morris James LLP (VOF)
19339 Coastal Hwy, Ste 300
Rehoboth Beach, DE 19971

OMNIBUS ASSIGNMENT AND ASSUMPTION OF UTILITY EASEMENTS AGREEMENT WITH RESERVATION OF CERTAIN RIGHTS

This Omnibus Assignment and Assumption of Utility Easements Agreement with Reservation of Certain Rights (this “*Agreement*”) is effective as of the Effective Date defined below, and is made and entered into by and between the **TOWN OF OCEAN VIEW**, a municipal corporation organized under the laws of the State of Delaware (“*Assignor*”), and **Tidewater Utilities, Inc.**, a public utility corporation organized under the laws of the State of Delaware (“*Assignee*”). Assignor and Assignee are referred to herein individually as a “*Party*,” and collectively as the “*Parties*.”

WITNESSETH

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement for a water supply distribution system (the “*Water System*”), dated as of _____, 2024, (the “*APA*”), pursuant to which Assignor has agreed to assign, subject to a reservation of certain rights, the utility easements described in Schedule 1 attached hereto and incorporated herein by reference (each, an “*Utility Easement*” and collectively the “*Utility Easements*”), and Assignee has agreed to assume all of the obligations of Assignor arising under the Utility Easements assigned to Assignee pursuant to this Agreement arising on and after the Effective Date; and

WHEREAS, to the extent that the lands and related rights described in the Utility Easements may be used by Assignor for multiple utility purposes or may be needed for additional uses by Assignor now or in the future, and the Parties desire that Assignor shall hereby reserve to itself the right to certain limited use of the Utility Easements or the lands and related rights described in the Utility Easements for other municipal or public utility uses, such as temporary construction, drainage, electric, sewer and communications, but only to the extent permitted herein; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to effectuate such assignment and assumption, subject to such reservation, and to provide notice to third parties of

same by recording this Agreement in the Public Records of the county in which the Utility Easements were recorded.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee agree as follows:

1) Definitions. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in this Agreement.

2) Acceptance and Assumption. Subject to the terms and conditions of this Agreement and the APA, Assignor hereby assigns, remises, releases and forever quitclaims unto Assignee, subject to a reservation of certain rights, the Utility Easements identified on Schedule 1 attached hereto and incorporated herein by reference from and after the closing of the transactions contemplated by the APA (the date of such closing, the "***Effective Date***"), and Assignee hereby assumes, and agrees to pay and perform and discharge when due, all of Assignor's obligations under the Utility Easements identified on Schedule 1 attached hereto and incorporated herein by reference arising on and after the Effective Date, other than costs and liabilities solely and directly associated with Assignor's exercise of its reserved rights as set forth in Section 3 of this Agreement.

3) Reservation of Rights for Municipal Services or Uses. Assignor reserves to itself the limited right to use the Utility Easements or the lands and related rights described in the Utility Easements for municipal or public utility uses such as temporary construction rights, drainage, electric, sewer and communications, public landscaping, ingress and egress and other uses incidental to the Assignor's provision of services to its residents, but only to the extent that: (a) such use does not materially interfere with or materially impair Assignee's operations, maintenance, repair, replacement, or use of the Water System and/or enjoyment of the Utility Easements; and (b) such use is authorized by the Utility Easements or Assignor secures a separate easement for a municipal or public utility use for the lands described in the Utility Easements; and (c) such use does not relate to or is incidental to the creation or operation of a public water system by Assignor to compete with Assignee for the provision of water service to the Water System customers. Assignee acknowledges and agrees to such continuing rights of Assignor to the Utility Easements or the lands described in the Utility Easements and will not oppose any reasonable and necessary condemnation proceedings initiated by Assignor or easements granted to Assignor by third parties in or to the Utility Easements or the lands described in the Utility Easements for municipal or public purposes, provided that Assignor's activity within or use of the Utility Easements or the lands described in the Easement shall not: (a) materially interfere with or materially impair Assignee's use and enjoyment of the Utility Easements and/or the operation, maintenance, repair, or replacement of the Water System by Assignee; and (b) shall not relate to or be incidental to the creation or operation of a public water system by Assignor to compete with Assignee for the provision of water service to the Water System customers; and (c) shall not exceed the scope of any authorized use of the Utility Easements unless Assignor has secured a separate easement for municipal or public utility use for the lands described in the Utility Easements. Assignee shall not charge Assignor any fee or other charge for the exercise of such reserved rights, *provided, however*, that Assignor shall bear its own costs and liabilities solely and directly associated with Assignor's exercise of such reserved rights. Each Party shall indemnify and hold harmless the other Party, its officers, agents, successors and assigns from and against any and all

claims, causes of action, losses, fines, penalties, liabilities, damages, costs and expenses, including, but not limited to reasonable attorney fees and costs, arising from or relating to the indemnifying Party's negligence or willful misconduct in the exercise, conduct, operations, omissions or use by such indemnifying Party, its contractors, agents, employees, officers, successor, assigns or any third party of the Utility Easements or of any rights conferred or reserved herein, *provided, however*, nothing herein shall require the Assignor to incur any liability (whether direct or by way of reimbursement or indemnification) for any action or event for which, and to the extent, the Assignor would have immunity from suit or beyond the Assignor's limitations on damages under 10 Del. C. §§ 4010 – 4013 and, for the avoidance of doubt, the Assignor does not hereby waive the protections of such statutory provisions.

4) Recordation of Agreement. Assignor and Assignee shall take such action as is reasonably necessary to promptly record this Agreement in the Public Records of Sussex County (or if applicable such other filing office) in the State of Delaware where the Utility Easements, or memoranda thereof, have been recorded on or as soon as practicable after the Effective Date.

5) Effective Date. This Agreement shall be effective upon and after the Effective Date.

6) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signed counterparts of this Agreement may be executed and delivered by physical or by electronic means including without limitation by facsimile and by email attaching scanned PDF images of signed signature pages; provided however, if required for purposes of recordation in the Public Records, the Parties shall provide at closing on the transaction contemplated by the APA an original signature page of this Agreement to each other to permit such recordation.

7) No Modification. This Agreement is made pursuant to, and is subject to the terms of, the APA. Notwithstanding anything to the contrary contained in this Agreement, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights, protections and obligations of Assignor or Assignee under the APA, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the APA, the terms and provisions of the APA shall control.

8) Section Headings. The descriptive headings herein are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

9) Governing Law; Venue; and No Jury Trial.

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to conflict of law principles) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.
- b. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED

HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT, AND SHALL SURVIVE THE CLOSING.

[Signature Page Follows]

Assignor and Assignee have caused this Agreement to be signed by their respective duly authorized representatives as of the day and year first set forth above.

ASSIGNOR:

ATTEST:

TOWN OF OCEAN VIEW

Name: _____
Town Clerk

By: _____
Name: _____
Title: _____

(City Seal)

WITNESSES:

ASSIGNEE:

TIDEWATER UTILITIES, INC., a
Delaware public utility corporation

Print name: _____

Print name: _____

By: _____
Name: _____
Title: _____

(Corporate Seal)

[Signature Page to Agreement]

ASSIGNOR ACKNOWLEDGEMENT

STATE OF DELAWARE)
) SS
COUNTY OF _____)

On this, the ____ day of _____, 2024, before me, a Notary Public in and for the State of Delaware, personally appeared _____, who is personally known to me as such, and who acknowledged himself to be the _____ of the Town of Ocean View, and that he/she, as such representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of the Town of Ocean View by himself/herself as such.

Given under my hand and official seal, this ____ day of _____, 2024.

Notary Public

ASSIGNEE ACKNOWLEDGEMENT

STATE OF DELAWARE)
) SS
COUNTY OF _____)

On this, the ____ day of _____, 2024, before me, a Notary Public in and for the State of Delaware, personally appeared _____, personally known to me as such, and who acknowledged himself/herself to be an _____ of Tidewater Utilities, Inc., and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of the Tidewater Utilities, Inc. by himself/herself as such.

Given under my hand and official seal, this ____ day of _____, 2024.

Notary Public

Schedule 1

[LIST OF UTILITY EASEMENTS]

**SCHEDULE 1
TO APA SCHEDULE D-1
OMNIBUS ASSIGNMENT AND ASSUMPTION OF UTILITY
EASEMENTS AGREEMENT WITH RESERVATION OF CERTAIN RIGHTS**

(List of Utility Easements)

Existing Recorded Easements	Deed Book Reference	Grantor	Grantee
134-12.00-297.00	3431/134	Barbara L. Kaufman	Town of Ocean View
134-12.00-298.00	3431/139	Barbara L. Kaufman	Town of Ocean View
134-12.00-300.00	3277/299	Dianne H. Archut and Russell W. Archut	Town of Ocean View
134-12.00-300.00-A	3277/299	Dianne H. Archut and Russell W. Archut	Town of Ocean View
134-12.00-300.00-B	3277/299	Dianne H. Archut and Russell W. Archut	Town of Ocean View
134-12.00-313.00	3483/260	Alexander D. Phillips and Christy W. Phillips	Town of Ocean View
134-12.00-314.00	3473/334	Robert L. Herrington Jr. and Jay B. Herrington	Town of Ocean View
134-12.00-317.00	3473/319	Steven J. Collazuol and Ann C. Bennett-Collazuol	Town of Ocean View
134-12.00-317.01	3473/309	Steven J. Collazuol and Ann C. Bennett-Collazuol	Town of Ocean View
134-12.00-321.02	3447/55	Jane H. Tribbit and Timothy R. Tribbit	Town of Ocean View
134-12.00-321.03	3447/50	Nancy H. Rhodes and John T. Rhodes	Town of Ocean View
134-12.00-321.05	3447/43	Thelma W. Hadley	Town of Ocean View
134-12.00-327.00	3272/261	James D. Hitchens	Town of Ocean View
134-12.00-446.00	3498/168	Louis William Gomlick, William C. Gomlick and Jane Gomlick	Town of Ocean View
134-12.00-446.01	3498/168	Louis William Gomlick, William C. Gomlick and Jane Gomlick	Town of Ocean View
134-12.00-446.02	3498/168	Louis William Gomlick, William C. Gomlick and Jane Gomlick	Town of Ocean View
134-12.00-499.02	3271/165	Charles L. Martin and Mary Ellen Martin	Town of Ocean View
134-12.00-501.00	3271/170	Theresa Rogers	Town of Ocean View
134-12.00-508.00	3465/145	Catherine J. Fuller, Trustee	Town of Ocean View
134-12.00-508.01	3441/6	Mary Louise Britt	Town of Ocean View

134-12.00-509.05	3473/324	Francis J. Bombara and Nora G. Bombara	Town of Ocean View
134-12.00-509.13	3473/329	Richard D. Stewart and Margaret M. Stewart	Town of Ocean View
134-12.00-513.00	3421/166	Kearn Lee and Eileen Mary Lee	Town of Ocean View
134-12.00-521.00	3421/117	Marion R. Kirk and Irene P. Kirk	Town of Ocean View
134-12.00-522.00	3498/163	Gregory A. Hastings and Charlotte L. Hastings	Town of Ocean View
134-12.00-534.00	3271/114	Delaware National Bank	Town of Ocean View
134-12.00-540.01	3843/100	Verizon Delaware, LLC	Town of Ocean View
134-12.00-572.00	3271/154	Stephen C. Knox and Marjorie A. Knox	Town of Ocean View
134-12.00-573.00	3271/160	Stephen C. Knox and Marjorie A. Knox	Town of Ocean View
134-12.00-574.00	3271/149	Martin G. Galvin and Theresa Galvin	Town of Ocean View
134-12.00-575.00	3272/236	Robert Svenson	Town of Ocean View
134-12.00-582.00	3277/294	Karen L. Kennedy	Town of Ocean View
134-12.00-585.00	3455/315	Ormil Savage, Jr.	Town of Ocean View
134-12.00-586.00	3421/132	John B. King and Terri L. King	Town of Ocean View
134-12.00-587.00	3272/271	John Y. Beck and Jean M. Beck	Town of Ocean View
134-12.00-590.00	3465/140	Myrtle E. Hitchens	Town of Ocean View
134-12.00-592.00	3447/38	2 Central Avenue, LLC	Town of Ocean View
134-12.00-592.01	3447/38	2 Central Avenue, LLC	Town of Ocean View
134-12.00-592.02	3447/38	2 Central Avenue, LLC	Town of Ocean View
134-12.00-592.03	3447/38	2 Central Avenue, LLC	Town of Ocean View
134-12.00-592.04	3447/38	2 Central Avenue, LLC	Town of Ocean View
134-12.00-592.05	3447/38	2 Central Avenue, LLC	Town of Ocean View
134-12.00-593.00	3449/221	Elwood F. Marvel	Town of Ocean View
134-12.00-599.00	3272/246	Eugenia Athan	Town of Ocean View
134-12.00-601.00	3277/309	Jeffrey Peter Wood	Town of Ocean View
134-12.00-602.00	3277/309	Jeffrey Peter Wood	Town of Ocean View
134-12.00-603.00	3271/124	John A. Hill and Elizabeth U. Hill	Town of Ocean View
134-12.00-603.01	3479/118	Christine L. Spencer	Town of Ocean View
134-12.00-606.00	3278/346	Jeffrey M. Bennett and Kimberly L. Bennett	Town of Ocean View
134-12.00-607.00	3479/113	Patrick E. Dowling and Ximena Vaca Dowling	Town of Ocean View
134-12.00-609.00	3271/129	Town of Ocean View	Town of Ocean View
134-12.00-611.00	3271/134	Town of Ocean View	Town of Ocean View
134-12.00-612.00	3272/266	Sheila Britt	Town of Ocean View
134-12.00-613.00	3443/277	Edith M. Bolen	Town of Ocean View
134-12.00-614.00	3272/241	Richard P. Parry and Candace C. Conrad	Town of Ocean View

134-12.00-621.00	3443/282	Joan T. Lavezzo	Town of Ocean View
134-12.00-622.00	3272/251	Beverly P. Stalnaker	Town of Ocean View
134-12.00-624.02	3277/279	Barnard S. Walsh and Margaret C. Walsh	Town of Ocean View
134-12.00-626.00	3271/144	Eva Green	Town of Ocean View
134-12.00-627.00	3277/279	Barnard S. Walsh and Margaret C. Walsh	Town of Ocean View
134-12.00-628.00	3272/256	James P. Rickards and Lynn M. Rickards	Town of Ocean View
134-12.00-633.00	3271/139	Ocean View Presbyterian Church	Town of Ocean View
134-12.00-642.00	3421/186	Mariner's Bethel United Methodist Church	Town of Ocean View
134-12.00-643.00	3421/191	Mariner's Bethel United Methodist Church	Town of Ocean View
134-12.00-644.00	3294/146	John F. Sloan, Jr. and Elaine Sloan	Town of Ocean View
134-12.00-645.00	3421/196	Mariner's Bethel United Methodist Church	Town of Ocean View
134-12.00-646.00	3279/6	Bonard B. Timmons, Jr. and Evelyn M. Timmons	Town of Ocean View
134-12.00-647.00	3279/11	Bonard B. Timmons, Jr.	Town of Ocean View
134-12.00-648.00	3279/16	Bonard B. Timmons, Jr. and Evelyn M. Timmons	Town of Ocean View
134-12.00-649.00	3279/21	Bonard B. Timmons, Jr.	Town of Ocean View
134-12.00-657.00	3514/38	David J. Long, Trustee under Revocable Trust Agreement of David J. Long dated 1/22/97 and Betty Jean Long, Trustee under Revocable Trust Agreement of Betty Jean Long dated 1/22/97	Town of Ocean View
134-12.00-666.00	3271/191	John Courtis and Angela Courtis	Town of Ocean View
134-12.00-689.00	3271/175	Arthur B. Fleischmann and Barbara M. Fleischmann	Town of Ocean View
134-12.00-746.00	3421/181	Scott W. Burd and Nancy J. Burd	Town of Ocean View
134-12.00-1223.00	3438/17	Gregory J. Gotlinger and Betty S. Gotlinger	Town of Ocean View
134-12.00-1224.00	3278/336	William B. Warrington and Judith D. Warrington	Town of Ocean View
134-12.00-1225.00	3271/180	Louis J. Travalini and Rebecca C. Travalini	Town of Ocean View
134-12.00-1226.00	3271/185	Louis J. Travalini and Rebecca C. Travalini	Town of Ocean View
134-12.00-1227.00	3294/151	VNS Limited Partnership	Town of Ocean View

134-12.00-1229.00	3421/161	Roger G. Knox and M. Susan Knox	Town of Ocean View
134-12.00-1694.00	3277/304	Angelo Ardino	Town of Ocean View
134-12.00-1726.00	3279/1	Jonathan E. Tietz and Ann L. Tietz	Town of Ocean View
134-12.00-1757.00	3278/341	Kenneth R. Arndt and Judith S. Arndt	Town of Ocean View
134-12.00-1758.00	3430/139	ECR Properties, Inc.	Town of Ocean View
134-12.00-1801.00	3430/144	Carol E. Tracy	Town of Ocean View
134-12.00-1948.00	3421/137	Mary Kay Barna	Town of Ocean View
134-12.00-2015.00	3473/314	Barry E. Rogers and Nancy J. Rogers	Town of Ocean View
134-12.00-2088.00	3431/144	Barbara L. Kaufman and Robert M. Kauffman, Substitute Co-Trustees under Revocable Trust Agreement of Charles M. Kauffman dated 2/11/05	Town of Ocean View
134-12.00-2089.00	3431/149	Barbara L. Kaufman and Robert M. Kauffman, Substitute Co-Trustees under Revocable Trust Agreement of Charles M. Kauffman dated 2/11/05	Town of Ocean View
134-12.00-2470.00	3469/177	Winding Waters Homeowners Association	Town of Ocean View
134-12.00-2476.00	3469/172	Wilbert I. Powell, Jr. and Candice J. Powell	Town of Ocean View
134-13.00-4.06	3421/156	Letitia R. DeFibo	Town of Ocean View
134-13.00-4.07	3294/141	John P. George and Leilani J. George	Town of Ocean View
134-13.00-5.00	3271/119	James G. O'Boyle and Katherine J. O'Boyle	Town of Ocean View
134-13.00-21.00	3278/331	Rosalind C. Barton	Town of Ocean View
134-13.00-23.00	3513/156	Joseph C. Raskauskas	Town of Ocean View
134-13.00-34.02	3272/231	Monte J. Wisbrock, Trustee of the Revocable Trust of Monte J. Wisbrock dated March 17, 2004 and Cheryl A. Wisbrock, Trustee of the Revocable Trust of Cheryl A. Wisbrock dated March 17, 2004	Town of Ocean View
134-13.00-35.00	3294/136	Michael W. Chadwick and Susan B. Chadwick	Town of Ocean View
134-13.00-36.00	3421/176	Gerard F. Hurley and Mary D. Hurley	Town of Ocean View
134-13.00-41.00	3421/142 & 3532/147	David and Gilda Andonian	Town of Ocean View

134-13.00-41.02	3615/108	Anthony A. Salvucci and Joan P. Salvucci	Town of Ocean View
134-13.00-42.00	3421/171	Ferial F. Souryal and Bert B. Souryal, Co-Trustees of the Ferial F. Souryal Living Trust	Town of Ocean View
134-13.00-44.00	3277/284	James R. Kyger, Jr., Trustee under Revocable Trust Agreement of James R. Kyger, Jr. dated 4/22/04	Town of Ocean View
134-13.00-50.01	2525/276		Town of Ocean View
134-13.00-55.02	3421/122	Marion R. Kirk and Irene P. Kirk	Town of Ocean View
134-13.00-882.00	3277/289	Frank V. Lattanzio	Town of Ocean View
134-13.00-1182.00	3421/127	Dennis C. Miller and Melissa J. Miller	Town of Ocean View
134-13.00-1248.00	3271/109	William Fraser and Marie Fraser, Co-Trustees for William Fraser, II; William Fraser and Marie Fraser, Co-Trustees for Nolan E. Fraser; William Fraser and Marie Fraser, Co-Trustees for Prescott A. Fraser	Town of Ocean View
134-13.00-1254.00	3465/135	Guy S. Warrington and Dana L. Warrington	Town of Ocean View

(List of Unrecorded Easements)

Easements obtained but never recorded. Seller intends to secure easements from current owners or condemn.

134-12.00-600.00

134-12.00-1800.00


134-13.00-41.01

Easements never obtained. Seller intends to secure easements from current owners or condemn.

134-12.00-535.00

134-13.00-41.04

134-12.00-667.00



134-12.00-688.00

134-12.00-584.00

134-12.00-591.00

SCHEDULE D-2

TOWN OF OCEAN VIEW AND TIDEWATER UTILITIES, INC. FRANCHISE AGREEMENT FOR USE OF PUBLIC ROADS FOR PUBLIC WATER SYSTEM

WHEREAS, the Town of Ocean View (the "TOWN") has sold its public water system (the "Water System") to Tidewater Utilities, Inc. ("TUI") pursuant to an Asset Purchase Agreement dated _____, _____, 202____ (the "APA") ;

WHEREAS, certain facilities, equipment, infrastructure, improvements, and appurtenance comprising the Water System are situate in certain public roads, streets or rights of way owned and maintained by the TOWN (collectively the "ROWS");

WHEREAS, the parties recognize that TUI will need use of the ROWS to operate the Water System and the parties intend that TUI shall be entitled to use such ROWS subject to the terms and conditions herein;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is acknowledged, and the consideration set forth in the APA, the parties agree as follows:

- 1) Subject to the terms and conditions of any Certificate of Public Convenience and Necessity ("CPCN") issued by the Delaware Public Service Commission ("PSC") to TUI; TUI, its successors, lessees, and assigns, is hereby granted the right, permission and authority to maintain, repair, replace, locate and operate the Water System within the TOWN's ROWS as more particularly described on Schedule A attached hereto and incorporated herein by reference and under and subject to all conditions, restrictions, laws, ordinances and regulations of the TOWN, the Delaware Department of Transportation ("DEPARTMENT") and other departments of the State of Delaware ("STATE") and the United States of America ("USA") .
- 2) The effective date ("Effective Date") of this Franchise Agreement ("FRANCHISE") shall be the date of closing under the APA and shall continue in perpetuity unless the Water System is no longer operated or unless otherwise agreed to, in writing, by the parties.
- 3) The granting of this FRANCHISE shall in no way operate as an exemption of the holder thereof from any taxes levied or to be levied in accordance with law by the governing body of the TOWN, Sussex County, the STATE or any other regulatory authority.

- 4) TUI shall indemnify and save harmless the TOWN and its agencies, its officers, agents, employees, assigns, servants and the like from all suits, actions, claims or losses of any character, whatsoever, brought because of any injuries or damage received or sustained by any persons, or property on account of the construction, repair, maintenance or operation of the Water System by TUI, its officers, agents, employees, assigns or independent contractors within the ROWS and arising as a result of TUI'S negligence or willful misconduct.
- 5) TUI shall perform all construction required in the maintenance, replacement or operation of the Water System in accordance with the policies and procedures as set forth in federal law, STATE law, including, but not limited to, Delaware's Administrative Code Section 2401, Utilities Manual Regulations ("UTILITY MANUAL"), as amended from time to time, and all ordinances or regulations promulgated by the TOWN, as amended, from time to time.
- 6) TUI shall respond promptly to any emergency relating to the Water System pursuant to this FRANCHISE that has a direct effect on public safety or impedes the free flow of traffic. Less urgent trouble calls shall be responded to by TUI within a commercially reasonable period of time after being notified of the issue.
- 7) Except in the case of an emergency that has a direct effect on public safety, TUI shall, before cutting, spraying or trimming any tree or shrub within the ROWS within the TOWN, secure a permit from the TOWN's Director of Planning, Zoning and Development (the "Director") by written application which sets forth the location and size of utility cut along with a traffic control plan. A representative of the Director will inspect such proposed work and if approved, shall issue a permit. TUI shall notify the Town of any cutting, spraying or trimming of any tree or shrub performed on an emergency basis upon arrival of its crew or if not during normal business hours at the first available time during normal business hours.
- 8) Except in the case of an emergency that has a direct effect on public safety, TUI shall, before cutting any roadway within the ROWS within the TOWN, secure a permit from the Director by written application which sets forth the location and size of utility cut along with a traffic control plan. A representative of the Director will inspect such proposed work and, if compliant with the Town Code, the Town will issue a permit. TUI shall notify the Town of any cutting of the roadway on an emergency basis upon arrival of its crew or if not during normal business hours at the first available time during normal business hours.
- 9) TUI shall comply with all applicable Town ordinances, federal laws, STATE laws and regulations including but not limited to 26 Del. C., Ch. 8, Delaware's Underground TUI Damage Prevention and Safety Act, and the UTILITY MANUAL. At a minimum, TUI shall participate in an approved one-call notification center, like Miss Utility and 811; field locate

its facilities; respond to excavators within the timeframes established by code; and respond to designers within the timeframe established by the UTILITY MANUAL.

- 10) The TOWN may impose such reasonable sanctions (including, but not limited to, fines or stop work orders) as it may be authorized to implement under applicable law for material non-compliance with the provisions of this FRANCHISE by TUI. Except for a public emergency or for failure of TUI to provide a traffic control plan as required by ordinance, the Town shall not impose a fine for non-compliance with the Franchise unless the Town has provided TUI with written notice of non-compliance and ten (10) days thereafter to cure the non-compliance. Notwithstanding anything herein to the contrary, the Town is not required to provide TUI with any period within which it may cure a noncompliance prior to imposition of a fine if TUI has been cited for a similar non-compliance in the preceding twelve (12) months.
- 11) In the event of a material non-compliance or breach of this Agreement by TUI, the TOWN may also seek injunctive or other equitable or legal relief or remedies available to the TOWN.
- 12) The granting of this FRANCHISE shall in no way operate as an exemption of the holder thereof from any requirements of law imposed by the governing body of this TOWN, the STATE or other regulatory authority.
- 13) This Agreement shall NOT be recorded in the public records and recordation shall constitute a breach hereof.
- 14) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signed counterparts of this Agreement may be executed and delivered by physical or by electronic means including without limitation by facsimile and by email attaching scanned PDF images of signed signature pages.
- 15) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to conflict of law principles) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

IN WITNESS WHEREOF, the parties have executed this FRANCHISE by and through an authorized person intending it to be effective on the Effective Date.

Tidewater Utilities, Inc.

By: _____

Print Name: _____

Title: _____

Town of Ocean View

By: _____

Print Name: _____

Title: _____

Schedule A

For purpose of the FRANCHISE, TUI has a right to service the Water System with the TOWN's ROWs set forth below for a distance of ten (10) feet on either side of all facilities, equipment, infrastructure, improvements comprising the Water System and existing in the TOWN'S ROWS set forth below.

Assawoman Avenue
Betts Avenue
Calgary Avenue
Canal Court
Carly Court
Caroline Avenue
Colt Lane
Columbia Avenue
Daisey Avenue
Delaware Avenue
DeMarie Drive
Edwards Court

Elliott Avenue
Evans Avenue
Foreside Court
Frontier Drive
Holly Lane
North Horseshoe Drive
South Horseshoe Drive
Hudson Avenue

Kent Avenue
Longview Drive
Maple Lane
Maple Way

Meadow Lane
Mitchell Avenue

New Castle Court
Oakland Avenue
Oakwood Avenue
Osprey Lane

Pine Lane
Port Royal Road
North Primrose Lane
South Primrose Lane
Scanlon Avenue
Seabrook Road
Sea Hawk Lane
Sunrise Lane
Sussex Avenue
Sussex Drive
Tingle Street
Virginia Court
Wade-Winn Street
Wagon Wheel Road
White Creek Lane
William Avenue
Winchester Drive
Windmill Lane

Woodland Avenue
Woods Circle
Woods Lane

SCHEDULE E - ASSET ALLOCATION

Infrastructure	\$	4,329,509
Land	\$	278,151
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Purchase Price:	\$	4,607,660

SCHEDULE F

(List of Unrecorded Easements)

Easements obtained but never recorded. Seller intends to secure easements from current owners or condemn.

134-12.00-600.00

134-12.00-1800.00

134-13.00-41.01

Easements never obtained. Seller intends to secure easements from current owners or condemn.

134-12.00-535.00

134-13.00-41.04

134-12.00-667.00

134-12.00-688.00

134-12.00-584.00 (Edward Lane)

134-12.00-591.00 (Savage Lane)

SCHEDULE G

Documents to be Executed by Seller

I. Evidence of Authority.

A resolution or ordinance adopted by the Ocean View Town Council approving the Agreement; ratifying its execution by the Town Manager; and granting the authority to designated persons to execute Closing Documents as may be necessary or appropriate to carry out the terms, conditions and intentions of the Agreement.

II. Bills of Sale:

A Bill of Sale in the form of Schedule C to the Agreement.

III. Easements Assignment:

An Easements Assignment in the form of Schedule D-1 of the Agreement.

IV. Franchise Agreement:

A Franchise Agreement in the form of Schedule D-2 of the Agreement.

V. Assignment of Contracts:

An Assignment of Contracts in the form of Schedule C-1 of the Agreement.

VI. Settlement Statement

Execution of a settlement statement or closing statement as of the date of Closing.

VII. Other Documents:

Such additional documents as may be necessary or appropriate to carry out the terms, conditions and intentions of the Agreement.

SCHEDULE H

Documents to be Executed by Buyer at Closing

I. Evidence/Certification of Authority

A resolution or other evidence of authority to sign all documents at Closing.

II. Bills of Sale:

A Bill of Sale in the form of Schedule C to the Agreement.

III. Easements Assignment:

An Easements Assignment in the form of Schedule D-1 of the Agreement.

III. Franchise Agreement:

A Franchise Agreement in the form of Schedule D-2 of the Agreement.

IV. Assignment of Contracts.

An Assignment of Contracts in the form of Schedule C-1 of the Agreement.

V. Settlement Statement

Execution of a settlement statement or closing statement as of the date of Closing.

VI. Other Documents:

Such additional documents as may be necessary or appropriate to carry out the terms, conditions and intentions of the Agreement.