

GIVENS PURSLEY LLP

Attorneys and Counselors at Law

RECEIVED

601 W. Bannock Street
PO Box 2720
Boise, ID 83701
Telephone: 208-388-1200
Facsimile: 208-388-1300
www.givenspursley.com

Michael C. Creamer
(208) 388-1247
mccreamer@givenspursley.com

Gary G. Allen
Christopher J. Beeson
Jason J. Blakley
Clint R. Bolinder
Jeff W. Bower
Preston N. Carter
Jeremy C. Chou
William C. Cole
Michael C. Creamer
Amber N. Dina
Bradley J. Dixon
Thomas E. Dvorak
Jeffrey C. Fereday
Debra Kristensen Grasham
Martin C. Hendrickson
Brian J. Holleran

Kersti H. Kennedy
Neal A. Koskella
Michael P. Lawrence
Franklin G. Lee
David R. Lombardi
Kimberly D. Maloney
Kenneth R. McClure
Kelly Greene McConnell
Alex P. McLaughlin
Melodie A. McQuade
Christopher H. Meyer
L. Edward Miller
Patrick J. Miller
Judson B. Montgomery
Emily G. Mueller
Deborah E. Nelson

W. Hugh O'Riordan, LL.M.
Randall A. Peterman
Jack W. Relf
Michael O. Roe
Jamie Caplan Smith
P. Mark Thompson
Jeffrey A. Warr
Robert B. White

Donald E. Knickrehm (retired)

Kenneth L. Pursley (1940-2015)
James A. McClure (1924-2011)
Raymond D. Givens (1917-2008)

November 15, 2018

Via Hand Delivery

Diane Hanian, Secretary
Idaho Public Utilities Commission
472 W. Washington Street
Boise, Idaho 83720

Re: Case Nos. SUZ-W-18-02 and EAG-W-18-01
Joint Application and Request for Modified Procedure

Dear Ms. Hanian:

Enclosed for filing is an original and seven (7) copies of SUEZ Water Idaho Inc. and Eagle Water Company, Inc.'s Joint Application and Request for Modified Procedure.

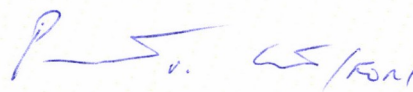
Also enclosed for filing are the original and nine (9) copies of the Testimony and exhibits of Marshall Thompson, Cathy Cooper, Jarmila Cary and Robert DeShazo. One copy of each of these Testimonies has been designated as the "Reporter's Copy."

In addition, a disc containing searchable PDFs of the Application and each Testimony, as well as the native Excel version of the Exhibit to Ms. Cary's Testimony, is also enclosed.

An additional copy of each document is enclosed to be date stamped and returned.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Michael C. Creamer

MCC:slc
Enclosures
14425470_1.docx

Michael C. Creamer (ISB No. 4030)
Givens Pursley LLP
601 W. Bannock St.
Boise, ID 83702
Telephone: (208) 388-1200
Facsimile: (208) 388-1300
mcc@givenspursley.com
Attorneys for SUEZ Water Idaho Inc.
[30-174]14403096.8

RECEIVED
2018 NOV 15 AM 10:13
IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE JOINT APPLICATION OF EAGLE WATER COMPANY, INC. AND SUEZ WATER IDAHO INC. FOR APPROVAL OF SALE AND ACQUISITION OF EAGLE WATER COMPANY, INC. ASSETS BY SUEZ WATER IDAHO INC. AND AMENDMENT OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY NO. 143 AND APPROVAL OF RATES AND CHARGES

**Case Nos. SUZ-W-18-02
EAG-W-18-01**

JOINT APPLICATION FOR APPROVAL OF ACQUISITION OF EAGLE WATER COMPANY, INC. ASSETS BY SUEZ WATER IDAHO INC. AND AMENDMENT OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY NO. 143, APPROVAL OF RATES AND CHARGES AND REQUEST FOR MODIFIED PROCEDURE

COME NOW Eagle Water Company, Inc. (“Eagle Water”) and SUEZ Water Idaho Inc. (“SUEZ”) collectively (the “Applicants”) and in support of this Application respectfully show as follows:

I.

This Application is made pursuant to the requirements of Idaho Code §§ 61-307 and 61-526 and Commission Rules of Procedure, IDAPA 31.01.01.112, 31.01.01.052 and 31.01.01.125. The Applicants request Commission approval of: 1) the purchase by SUEZ of water service assets of Eagle Water; 2) amendment of SUEZ’s certificate of public convenience and necessity (“CPCN”) to incorporate Eagle Water’s certificated service area and customers; 3) approval of

certain rate and ratemaking matters, including the right of SUEZ to include in rate base and future rate proceedings an acquisition adjustment in the amount of the purchase price plus reasonable acquisition costs; and 4) a rate increase for current Eagle Water customers as described in the testimony and exhibits of SUEZ witnesses submitted contemporaneously with this Application.

II.

Eagle Water and SUEZ each are water corporations and public utilities within the meaning of Idaho Code sections 61-125 and 61-129 respectively and are subject to the jurisdiction of the Commission.

III.

Eagle Water currently provides water service to approximately 4,200 customers within its certificated service area in the vicinity of Eagle, Idaho pursuant to Certificate of Public Convenience and Necessity No. 278 as amended. A map of the Eagle Water service area and key facilities to be acquired is attached hereto as Attachment 1. SUEZ currently provides water service to approximately 96,000 customers within its certificated service area in the greater Boise metropolitan area pursuant to Certificate of Public Convenience and Necessity No. 143 as amended.

IV.

H2O Eagle Acquisition, LLC (“H2O Eagle”) is a Wyoming limited liability company. Mr. N.L. Bangle is H2O Eagle’s manager.

V.

Eagle Water and H2O Eagle have entered into an Asset Purchase Agreement (the “Eagle Water-H2O Eagle APA”) whereby Eagle Water has agreed to sell and H2O Eagle has agreed to purchase, the Eagle Water assets. H2O Eagle’s rights under the Eagle Water - H2O Eagle APA are assignable.

VI.

H2O Eagle and SUEZ have similarly entered into an Asset Purchase Agreement (the H2O Eagle – SUEZ APA”) whereby H2O Eagle has agreed to sell and SUEZ has agreed to purchase, the Eagle Water assets to be acquired by H2O Eagle together with all of H2O Eagle’s right to purchase the Eagle Water assets under the Eagle Water – H2O Eagle APA for a total purchase price of \$10 Million. Subject to Commission approval Eagle Water, H2O Eagle and SUEZ contemplate a simultaneous closing of the respective purchases and sales such that SUEZ will become the ultimate purchaser and owner of the Eagle Water assets immediately upon closing. A true and correct copy of the H2O Eagle – SUEZ APA is attached hereto as Attachment 2.

VII.

Upon the simultaneous closing of the above transactions, SUEZ would take over all ownership and operations of the water system and servicing of customer and customer accounts. SUEZ anticipates that certain current Eagle Water employees may be employed to assist with the transition to SUEZ operation of the system or could become permanent SUEZ employees

depending on their relevant training, skills and experience and SUEZ's personnel requirements for continuing to operate the system.

VIII.

SUEZ is proposing that rates for Eagle Water customers be adjusted over a three-year phase-in period to bring Eagle Water rates to parity with SUEZ rates, as shown in Exhibit 1, Schedule 2 to the testimony of Ms. Jarmila Cary submitted contemporaneously with this Application. Upon approval of this Application by the Commission SUEZ will file conforming tariffs pursuant to Commission RP 133.

IX.

SUEZ's obligation to close the asset purchase is conditioned, among other things, upon Commission approval with conditions acceptable to SUEZ, including: 1) approval of the asset purchase and sale; 2) approval of an acquisition adjustment to rate base for the full amount of the purchase price and acquisition costs to be amortized over forty years; 3) approval of SUEZ's proposed three-year phased-in rate increase for Eagle Water customers to bring them into rate parity with SUEZ's existing customers; and 4) transfer of Eagle Water's service area and customers to SUEZ and amendment of SUEZ's CPCN to incorporate same.

X.

Eagle Water's owner, Robert DeShazo has determined that due to his age, the increasing complexity of regulatory requirements, necessary and costly system upgrades that should be implemented in the near-term and Eagle Water's limited access to capital to fund those upgrades,

now is the time to convey the company's water system to a qualified owner and operator to ensure an orderly succession of service.

XI.

SUEZ has performed extensive due diligence concerning the condition of Eagle Water's water system and company operations and books. SUEZ asserts that the purchase price represents a fair value of the assets to be purchased and was developed through arm's length negotiation with H2O Eagle.

XII.

SUEZ and Eagle Water assert that the asset acquisition and associated expansion of SUEZ's CPCN and service territory is consistent with the public convenience and necessity, is in the public interest and will result in significant benefits to both Eagle Water and SUEZ customers by, among other things, realizing certain efficiencies in water service, water supply and operating costs.

XIII.

SUEZ asserts that recognition of an acquisition adjustment of the full purchase price is appropriate under the circumstances and is justified for the reasons described in the testimony and exhibits of SUEZ witnesses submitted contemporaneously with this Application.

XIV.

SUEZ and Eagle Water are filing concurrently herewith testimony and exhibits supporting this Application and the requested Commission approvals. SUEZ's sponsored

testimony and exhibits provide an explanation of why the acquisition will be in the public interest, describe proposed system upgrades including type and timing of capital construction projects contemplated for the acquired water system and the avoided or postponed costs for currently planned SUEZ's water system expansion and upgrades through integration of service areas. SUEZ testimony also presents projected rate impact analysis for Eagle Water customers under acquisition and non-acquisition scenarios.

XV.

Notice to affected customers will be accomplished by news media releases and individual notices mailed to each customer. Contemporaneously with this Application notice is being provided to Eagle Water customers by letter in the form attached hereto as Attachment 3, and SUEZ has issued a press release, a copy of which is attached hereto as Attachment 4.

XVI.

The Applicants stand ready for immediate hearing if the Commission determines a hearing is necessary.

XVII.

Notices, orders and other communications concerning this Application should be addressed to:

Michael C. Creamer, Esq.
Givens Pursley LLP
601 W. Bannock St.
Boise, ID 83702
P.O. Box 2720-83701
208-388-1200 (phone); 208-388-1300 (fax)
mcc@givenspursley.com

Mr. Marshall Thompson
SUEZ Water Idaho Inc.
8248 West Victory Road
Boise, ID 83709
marshall.thompson@suez.com

Mr. Robert DeShazo
Eagle Water Company, Inc.
188 West State Street
Eagle, ID 83616

Mr. N.L. Bangle
188 West State Street
Eagle, ID 83616
nbangle@h2o-solutionsllc.net

REQUEST FOR MODIFIED PROCEDURE

SUEZ and Eagle Water do not believe a hearing is required to consider the issues presented by this Application and pursuant to Commission RP 201 *et seq.* they request that this matter be processed by Modified Procedure. If the Commission determines that a hearing is required, SUEZ and Eagle Water are prepared for immediate hearing, based on the Direct Testimony of Marshall Thompson, Cathy Cooper, Jarmila Cary and Robert DeShazo filed herewith.

WHEREFORE SUEZ and Eagle Water respectfully request that the Commission enter its orders:


1. Approving the sale and purchase of the Eagle Water assets as requested herein;
2. Approving an acquisition adjustment to SUEZ's rate base to be amortized over forty years equal to the asset purchase price together with SUEZ's reasonable acquisition costs through closing of the purchase;

3. Amending SUEZ's CPCN 143 to incorporate Eagle Water's certificated service area and customers and directing SUEZ to file a conforming amendment;
4. Approving SUEZ's proposed three-year phase-in of Eagle Water customer rates to match SUEZ's customer rates as requested herein and directing SUEZ to file conforming tariffs.
5. Cancelling Eagle Water CPCN No. 278 and tariffs;
6. Providing that service to customers in the Eagle Water area shall be made pursuant to SUEZ's Rules and Regulations Governing the Rendering of Water Service and Water Main Extensions and other applicable rules, schedules and tariffs on file with the Commission; and
7. Granting such other relief as is appropriate under the circumstances.


[signatures on following page]

DATED this 15th day of November, 2018.

SUEZ Water Idaho Inc.

By: 
Michael C. Creamer
Givens Pursley LLP
Attorneys for SUEZ Water Idaho Inc.

Eagle Water Company, Inc.

By: 
Robert DeShazo, President

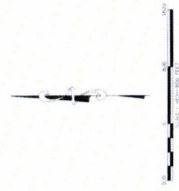
Case Nos. SUZ-W-18-02
and EAG-W-18-01

**JOINT APPLICATION
AND REQUEST FOR MODIFIED PROCEDURE**

**ATTACHMENT 1
EAGLE WATER SERVICE AREA**

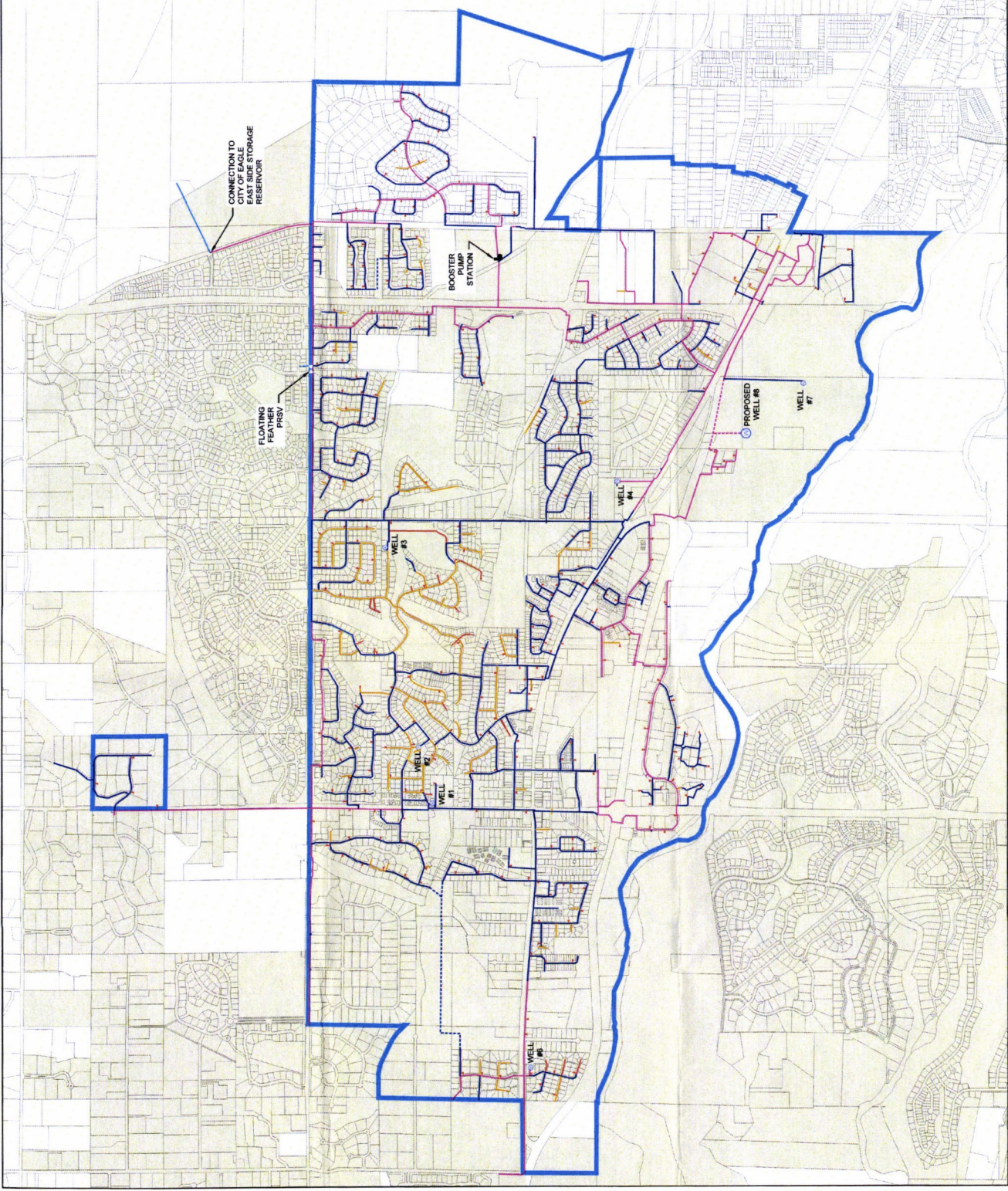
EAGLE WATER COMPANY

PROPOSED MASTER PLAN SERVICE AREA AND WATER SYSTEM AND WATER SYSTEM



LEGEND

- CITY LIMITS
- SERVICE AREA
- 4" WATER MAIN
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN
- 18" WATER MAIN
- WATER HYDRANT
- PROPOSED 8" WATER MAIN
- PROPOSED 12" WATER MAIN
- PROPOSED 16" WATER MAIN
- EXISTING WELL
- PROPOSED WELL



THIS PLAN IS THE PROPERTY OF HOLIDAY ENGINEERING CO. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HOLIDAY ENGINEERING CO. DATE: 11/15/2011



Case Nos. SUZ-W-18-02
and EAG-W-18-01

**JOINT APPLICATION
AND REQUEST FOR MODIFIED PROCEDURE**

**ATTACHMENT 2
H2O EAGLE—SUEZ APA**

**ASSET PURCHASE AGREEMENT
(Eagle Water Company)**

by

and

between

**H2O Eagle Acquisition LLC,
a Wyoming limited liability company**

(the “Seller”),

and

**SUEZ Water Idaho Inc.,
an Idaho Corporation**

(the “Buyer”)

Dated Effective: September 20, 2018

TABLE OF CONTENTS

ARTICLE I DEFINITIONS AND CONSTRUCTION SECTION..... 1

ARTICLE II PURCHASE AND SALE OF ASSETS..... 5

SECTION 2.01 PURCHASE AND SALE COVENANT..... 5

SECTION 2.02 PURCHASED ASSETS..... 5

SECTION 2.03 EXCLUDED ASSETS 7

SECTION 2.04 PURCHASE PRICE 7

SECTION 2.05 ASSUMED OBLIGATIONS..... 9

SECTION 2.06 EMPLOYEES..... 9

ARTICLE III DUE DILIGENCE ISSUES 9

SECTION 3.01 PROVISION OF INFORMATION BY SELLER..... 9

SECTION 3.02 DUE DILIGENCE DFTERMINATIONS 10

SECTION 3.03 CURRENT EVIDENCE OF TITLE..... 10

SECTION 3.04 ENVIRONMENTAL PROVISIONS..... 13

SECTION 3.05 NOTICE TO PROCEED WITH GOVERNMENT APPROVALS 15

ARTICLE IV REPRESENTATIONS AND WARRANTIES 16

SECTION 4.01 REPRESENTATIONS AND WARRANTIES OF SELLER..... 16

SECTION 4.02 REPRESENTATIONS AND WARRANTIES OF BUYER..... 18

ARTICLE V ISSUANCE AND TRANSFER OF GOVERNMENTAL AUTHORIZATIONS 18

SECTION 5.01 ISSUANCE AND TRANSFER OF GOVERNMENTAL AUTHORIZATIONS 18

ARTICLE VI CONDITIONS PRECEDENT TO THE BUYER'S OBLIGATION TO CLOSE AND ADDITIONAL COVENANTS..... 19

SECTION 6.01 SELLER'S PERFORMANCE..... 19

SECTION 6.02 SELLER'S REPRESENTATIONS AND WARRANTIES..... 19

SECTION 6.03 ADDITIONAL DOCUMENTS..... 19

SECTION 6.04 NO CONFLICT..... 20

SECTION 6.05 GOVERNMENTAL AUTHORIZATIONS..... 20

SECTION 6.06 ASSIGNMENT OF AGREEMENT 20

SECTION 6.07 AMENDMENTS TO EAGLE APA 21

SECTION 6.08 ASSIGNMENT OF EAGLE APA..... 21

ARTICLE VII CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE 21

SECTION 7.01 THE BUYER'S PERFORMANCE 21

SECTION 7.02 BUYER'S REPRESENTATIONS AND WARRANTIES..... 21

ARTICLE VIII COVENANTS OF SELLER	22
SECTION 8.01 OPERATION OF THE BUSINESS OF SELLER.....	22
SECTION 8.02 NOTIFICATION.....	23
SECTION 8.03 PAYMENT OF LIABILITIES	24
SECTION 8.04 SELLER'S COVENANT.....	24
ARTICLE IX CLOSING AND RELATED PROCEDURES AND ADJUSTMENTS	24
SECTION 9.01 ESCROW, CLOSING DATE AND PLACE.....	24
SECTION 9.02 RECORDING FEES, TAXES AND TITLE INSURANCE.....	25
SECTION 9.03 ACCOUNTS RECEIVABLE; ACCOUNTS PAYABLE; CUSTOMER DEPOSITS.....	26
SECTION 9.04 CONNECTION CHARGES AND HOOKUP FEES.....	26
SECTION 9.05 COSTS AND PROFESSIONAL FEES.....	26
SECTION 9.06 RISK OF LOSS	27
SECTION 9.07 CLOSING PROCEDURE.....	27
SECTION 9.08 DOCUMENTS AFTER THE CLOSING	28
ARTICLE X INDEMNITY AND ATTORNEYS FEES	29
SECTION 10.01 INDEMNITY AND ATTORNEYS FEES	29
SECTION 10.02 ATTORNEYS FEES	29
ARTICLE XI GENERAL PROVISIONS	30
SECTION 11.01 APPLICABLE LAW; JURISDICTION AND VENUE	30
SECTION 11.02 NOTICE.....	30
SECTION 11.03 ASSIGNMENT AND JOINDER.....	31
SECTION 11.04 AMENDMENTS AND WAIVERS.....	31
SECTION 11.05 ENTIRE AGREEMENT	31
SECTION 11.06 REMEDIES; TERMINATION EVENTS.....	31
SECTION 11.07 REMEDIES; EFFECT OF TERMINATION.....	32
SECTION 11.08 COUNTERPARTS.....	34
SECTION 11.09 SECTION HEADINGS	34
SECTION 11.10 SEVERABILITY.....	34
SECTION 11.11 EXHIBITS AND SCHEDULES.....	34
SECTION 11.12 STOCK ACQUISITION.....	34
SECTION 11.13 PUBLICITY.....	35
SECTION 11.14 EXCLUSIVITY	35

**ASSET PURCHASE AGREEMENT
(Eagle Water Company)**

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 20th day of September, 2018 (the "Effective Date"), by and between H2O Eagle Acquisition LLC, a Wyoming limited liability company (the "Seller"), and Suez Water Idaho Inc., an Idaho Corporation (the "Buyer"). Seller and/or Buyer hereinafter may also be referred to individually as (the "Party") and/or collectively as (the "Parties").

WITNESSETH:

WHEREAS, Seller has the contractual right under the Eagle APA as hereinafter defined to purchase utility assets (the "Purchased Assets") that consist generally of water production, storage and distribution facilities, and more particularly described in Section 2.02 below used to provide water utility service in the Service Area ("Service Area") specified in **Exhibit A**;

WHEREAS, Buyer desires to purchase, and Seller desires to sell, the Purchased Assets or, at Buyer's election, assign the Eagle APA and the Seller's rights to acquire the Purchased Assets under the Eagle APA to Buyer, provided that the Purchase Price hereunder shall be paid to Seller net of payment of amounts due to Eagle under the Eagle APA, and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations and agreements contained herein, the Parties agree as follows:

**ARTICLE I
DEFINITIONS AND CONSTRUCTION SECTION**

As used in this Agreement, the following terms shall have the meanings as defined herein unless the context requires otherwise:

“Assignment” means the Assignment of the Eagle APA provided for in Section 9.01(A)(2).

“Closing” or “Closing Date” has the meaning set forth in Section 9.01 of this Agreement.

“Customer Deposits” means all funds or deposits required to be made by customers of the Utility System to Seller upon becoming a customer or by persons requesting extension of service and connection to the Utility System, including, customer advances and contributions in aid of construction where such connection or extension has not been made. Said funds are being held by Eagle and shall be transferred to Buyer at Closing. A listing of said Customer Deposits is attached hereto as **Exhibit F** and incorporated herein by this express reference. Said list shall be updated at Closing to reflect additions to and/or subtractions from said listing between the Effective Date and the date of Closing.

“Deposit” means the sum of One Hundred Thousand Dollars (\$100,000.00) together with any interest earned therein and deposited with Escrow Agent as provided in Section 2.04(A).

“Eagle” means Eagle Water Company, an Idaho corporation.

“Eagle APA” means the Asset Purchase Agreement wherein the Party herein referred to as “Seller” is the Buyer and Eagle is the Seller, a copy of which is attached hereto as **Exhibit G** and incorporated herein by this express reference and shall mean and include any amendments to such agreement made at Buyer’s direction pursuant to Section 6.08.

“Easements” means all existing easements and/or rights-of-way necessary or convenient for ingress, egress, access to, or the location, operation and/or maintenance of the Purchased Assets, that are not within a plat or dedicated roadway, including but not limited to those Easements set forth in **Exhibit B**.

“Encumbrance” means any charge, claim, condition, equitable interest, lien, option, pledge, security interest, mortgage, right of way, easement, encroachment, servitude, right of first option, right of first refusal or similar restriction, including, but not limited to, any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership.

“Escrow” means the escrow account established with the Escrow Agent for coordinating the Closing and receiving the documents for the Closing and disbursement of funds to Seller and Eagle for the purchase hereunder provided for and under the Eagle APA.

“Escrow Agent” shall be the Title Company.

“Escrow Instructions” means the escrow instructions provided to the Escrow Agent in customary form to carry out the terms of this Agreement and providing for a simultaneous closing under this Agreement with Seller and with Buyer and Eagle under the Eagle APA.

“Excluded Assets” means those assets, properties and rights, tangible and/or intangible, real and/or personal, listed in **Exhibit C**.

“Fee Parcels” means the fee simple real property listed in **Exhibit D**, including any leased parcels to be converted to Fee Parcels at or prior to Closing.

“Governmental Authorization” means any final approval, license, certificate of public convenience and necessity, registration or final permit issued, granted, given or otherwise made available by or under the authority of any Governmental Body.

“Governmental Body” means any governmental authority of any nature, including, but not limited to, the Idaho Public Utility Commission (“IPUC”), City of Eagle, Idaho, and/or the Idaho Department of Environmental Quality (“IDEQ”).

“Hookup Fees” means the funds collected from new customers of the Utility System at or prior to initial connection to the Utility System in order to defray the cost of making utility service available. Any Hookup Fees held by Seller for hookups to occur after Closing shall be transferred to Buyer at Closing. Such Hookup Fees shall be shown on **Exhibit F**.

“Permitted Real Estate Encumbrances” shall mean all rights of way, easements and covenants of record pertaining to the Fee Parcels and the Easements so long as the same do not materially impair the use, value or marketability of any Fee Parcel and Easement. Permitted Real Estate Encumbrances shall not include any equitable interest, lien, option, pledge, security interest, mortgage, right of first option, right of first refusal or similar restriction, including any restriction on voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership.

“Personal Property” means the personal property that is owned and used by Eagle in operation of the Utility System as identified in **Exhibit E**.

“Purchased Assets” has the meaning set forth in Section 2.02 hereunder.

“Service Area” means the service area identified in **Exhibit A**.

“Title Commitment” means the title insurance commitment with respect to the Fee Parcels and the Easements in an amount not to exceed the Purchase Price, issued by the Title Company committing the Title Company to issue and deliver the Title Policy to Buyer upon compliance with the requirements stated in Schedule B, Section 1 thereof, subject to the terms and conditions contained therein.

“Title Company” means TitleOne Corporation.

“Title Policy” means the ALTA owner’s policy of title insurance, issued by the Title Company in accordance with the Title Commitment, that meets the requirements of Section 3.03 of this Agreement.

“Transaction Fee” means the sum of Ten Thousand Dollars (\$10,000.00) as provided for in Section 2.04(C).Section 2.04

“Utility System” means (1) the Fee Parcels, (2) the Easements, and (3) the Personal Property used to provide utility service in the IPUC authorized Service Area.

“Water Rights” means all State of Idaho water rights and permits associated with the Utility System, including, without limitation, the following: State of Idaho water right numbers: 63-7368, 63-7618, 63-9245, 63-11798, 63-12147 and 63-12559.

ARTICLE II PURCHASE AND SALE OF ASSETS

SECTION 2.01 PURCHASE AND SALE COVENANT. At Closing, Buyer shall purchase directly from Eagle, pursuant to the rights granted to Seller to assign the Eagle APA, and Eagle pursuant to its obligations and covenants under the Eagle APA, shall sell to Buyer the Purchased Assets, upon the terms and subject to the conditions set forth in this Agreement. Buyer, as defined in this Agreement, will become the Buyer under the Eagle APA pursuant to an assignment of the Eagle APA prior to or simultaneously with the purchase hereunder pursuant to the Assignment and Assumption Agreement attached hereto as **Exhibit H**.

SECTION 2.02 PURCHASED ASSETS.

(A) The Purchased Assets consist of the rights of Seller under the Eagle APA to purchase the following:

- (1) The Fee Parcels described in **Exhibit D** hereto.

(2) The Easements, together with any other easement rights possessed by Seller at Closing, whether identified prior to or after Closing, including but not necessarily limited to those Easements identified in **Exhibit B** hereto if they are integral to the Utility System.

(3) Any and all Governmental Authorizations.

(4) Any and all Personal Property, including, but not limited to, all water supply and distribution facilities, pumps, tanks, treatment plants, other facilities, transmission mains, distribution mains, supply pipes, valves, meters, meter boxes, service connections, equipment, vehicles, parts, tools, chemicals, office buildings and all other physical facilities, equipment, appurtenances and property installations used by and for the operation of the Utility System, and third-party warranties that relate to completed construction, or construction in the process of being completed. Personal Property includes, but is not necessarily limited to those items identified in **Exhibit E** hereto if they are integral to the Utility System.

(5) All existing Customer Deposits made to and held by Eagle prior to the Closing.

(6) All existing Hookup Fees collected and held by Eagle for customers not yet connected to the Utility System as of Closing.

(7) All existing Water Rights belonging to and held by Eagle.

Any of the foregoing held in the name of any affiliate of Eagle or by Robert DeShazo and/or any other person shall be included in the foregoing and be subject to the terms and conditions hereof and the Eagle APA.

(B) Promptly during the due diligence Inspection Period, provided for in Section 3.02, the Seller shall cause Eagle to provide Buyer copies of all current customer records, as-built

surveys and infrastructure plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, maintenance and operating manuals, engineering reports, calculations, studies, non-corporate accounting, and non-corporate business records controlled by or in the possession of Eagle that relate to the description and operation of the Utility System.

SECTION 2.03 EXCLUDED ASSETS. Notwithstanding any other provision of this Agreement that may be construed to the contrary, the Purchased Assets do not include the Excluded Assets as shown in **Exhibit C**.

SECTION 2.04 PURCHASE PRICE AND DEPOSIT. The purchase price (the "Purchase Price") for the Purchased Assets shall be TEN MILLION AND NO/100 US DOLLARS (\$10,000,000.00), and is subject to prorations and adjustments set forth in this Agreement. The Purchase Price shall be payable by Buyer to Seller in immediately available funds at Closing, by wire transfer, pursuant to wire instructions to be provided by Seller to Buyer and/or Escrow Agent at or prior to Closing. Provided that as a condition to occur simultaneously with Buyer's delivery of the Purchase Price, Seller shall pay to Eagle, out of Escrow, the purchase price due to Eagle under the Eagle APA to consummate the Seller-Eagle transaction provided for therein.

(A) Buyer will deliver a Deposit (the "Deposit") in the amount of ONE HUNDRED THOUSAND AND NO/100 US DOLLARS (\$100,000.00) to the Escrow Agent within three (3) Business Days following the Effective Date. Ten thousand dollars (\$10,000.00) of the Deposit shall be deemed a non-refundable "Transaction Fee" payable to Seller in any event and credited towards the Purchase Price as part of the Deposit at Closing as provided in subsection 2.04(C) below. Buyer will deliver the balance of the Purchase Price on or before the Closing Date. Escrow Agent will place the Deposit in a federally insured account on behalf of Seller and

Buyer. Buyer will instruct Escrow Agent as to whether Buyer elects to have such account be interest-bearing. The Purchase Price will be paid to Seller at Closing pursuant to the Escrow Instructions.

(B) Disposition of the Deposit shall be as follows: (i) If Buyer terminates this Agreement under circumstances to which Buyer is expressly entitled as provided in this Agreement, the Deposit (less the Transaction Fee, as provided below) will be returned to Buyer; or (ii) if this Agreement is terminated and the Deposit is to be received by Seller as provided in this Agreement, the Deposit will be paid to Seller; or (iii) if Closing occurs, the Deposit will be credited to Buyer, applied against the Purchase Price, and paid to Seller at Closing.

(C) The Transaction Fee is the independent consideration for the execution of this Agreement by Seller and the provision of the Diligence Period by Seller to Buyer. Upon any termination of this Agreement prior to Closing, the Transaction Fee will be deducted from the Deposit and paid by Escrow Agent to Seller. The Transaction Fee is earned by Seller as of the Effective Date of this Agreement and is non-refundable in all events, and any reference in this Agreement to a return of the Deposit to Buyer will mean such amount less the Transaction Fee provided however, that if Closing occurs, the Transaction Fee will be included in the Deposit amount credited to Buyer and applied to the Purchase Price as provided above.

(D) This Agreement, including the Escrow Instructions, will constitute the instructions for the Escrow Agent's handling of the purchase and sale transaction contemplated herein and under the Eagle APA. Seller and Buyer will execute such supplemental escrow instructions as may reasonably be required by Escrow Agent to enable Escrow Agent to comply with the terms and conditions of this Agreement. If any conflict exists between this Agreement and the provisions of any supplemental escrow instructions, the terms of this Agreement will

control unless a contrary intent is expressly indicated in the supplemental instructions and such supplemental instructions are signed by both Buyer and Seller.

SECTION 2.05 ASSUMED OBLIGATIONS. With the sole exception of Buyer's agreement to provide water service to individual customers through the Utility System after the Closing, Buyer shall not assume and shall not be liable for any debt, liabilities or contractual obligations of Seller or any other party of any nature whatsoever. Pursuant to the Eagle APA, Eagle shall remain fully and solely liable for any and all debts, obligations or liabilities arising from or conditions existing prior to and from Eagle's operation of the Utility System prior to the Closing.

SECTION 2.06 EMPLOYEES . Buyer may, after Closing, hire any employees of Seller that it desires to hire. Buyer shall be responsible for obtaining employment applications from employees it desires to hire.

ARTICLE III DUE DILIGENCE ISSUES

SECTION 3.01 PROVISION OF INFORMATION BY SELLER.

(A) Seller has provided or will cause Eagle to provide to Buyer, within 10 days after the Effective Date, an inventory of equipment, parts and other personal property used by Eagle in connection with and for the operation of the Utility System as of the Effective Date to be included in this Agreement as **Exhibit E**.

(B) After the Effective Date, and after reasonable advance notice, Seller shall cause Eagle to cooperate with Buyer in providing updated information and access to all aspects of the Utility System by Buyer's representatives(s) during normal business hours.

(C) After the Effective Date, and after reasonable advance notice, Seller shall make available and cause Eagle to make available any existing plats, surveys, plans or specifications

for the Utility System in Seller's or Eagle's possession to Buyer, and/or its representatives for inspection during normal business hours.

(D) Within five (5) days after the Effective Date Seller shall provide Buyer with a resolution of all of its Shareholder's approving this Agreement and the transaction provided for herein.

SECTION 3.02 DUE DILIGENCE DFTERMINATIONS.

(A) Buyer shall have until September 28, 2018 (the "Inspection Period") to conduct its due diligence. Buyer shall have until the date that is twenty-five (25) business days after the expiration of the Inspection Period (the "Due Diligence Termination Date") herein to terminate this Agreement at its sole discretion, for any reason or no reason, by delivering a Notice of Termination as provided in Section 11.02 of this Agreement; otherwise, Buyer and Seller shall proceed to obtain any and all Government Approvals under Section 3.05 and Section 5.01. Upon termination of this Agreement under Section 3.02 herein, neither Party to this Agreement shall have any further liability or obligation to the other pertaining to this Agreement.

(B) The time period for the Due Diligence Termination Date may be extended by Buyer for up to three (3) fifteen (15) day periods by giving written Notice to Seller, on or before the Due Diligence Termination Date as it may be extended to complete Title Review, surveys, environmental and/or to satisfy the conditions precedent under Article VI.

SECTION 3.03 CURRENT EVIDENCE OF TITLE.

(A) Within ten (10) days after the Effective Date, and at Seller's expense, Seller shall furnish or have delivered to Buyer, from the Title Company, the following information:

(1) A Title Commitment issued by the Title Company (the "Title Commitment") to insure title to the Fee Parcels and the Easements of record in an amount not to

exceed the Purchase Price, naming Buyer as the proposed insured and having the effective date as set forth therein, wherein the Title Company will have agreed to issue at Closing an ALTA form owner's title insurance policy, with Idaho modifications and extended coverage at Buyer's election; and

(2) Copies of all recorded documents listed as special Schedule B exceptions thereunder (the "Recorded Documents").

(3) Uniform Commercial Code ("UCC") search for all UCC security interests that may apply to any of the Purchased Assets.

(4) Judgment search to determine if there are any judgments against Eagle and/or liens against any of the Purchased Assets.

(B) The Title Commitment shall include the Title Company's requirements for issuing the Title Policy, which shall be met by Seller as provided in Section 3.03(E) herein on or before the Closing Date (including those requirements that must be met by releasing or satisfying monetary Encumbrances, but excluding Encumbrances that will remain after Closing as agreed to by the Buyer).

(C) If any of the following occur, they shall constitute a Title Objection:

(1) The Title Commitment or other evidence of title or search of the appropriate real estate records discloses that any party other than Seller or Eagle has title to the insured estate covered by the Title Commitment;

(2) Any title exception is disclosed in Schedule B to any Title Commitment that is not one of the Permitted Real Estate Encumbrances; or

(3) Any current survey discloses any matter that Buyer reasonably believes could materially and adversely affect Buyer's material use and enjoyment of the Fee Parcels and

Easements described therein; in such case, Buyer shall notify Seller in writing of such matters no later than 15 days prior to the Closing Date.

(D) Seller shall cause Eagle to use its best efforts to cure each Title Objection and take all steps required by the Title Company to eliminate each Title Objection as an exception to the Title Commitment. Any Title Objection that the Title Company is willing to insure, on terms acceptable to Seller and Buyer, is herein referred to as an "Insured Exception." The Insured Exceptions acceptable to Buyer, together with any title exception to the Title Commitment or matters disclosed by any survey and not objected to by the Buyer in the manner aforesaid, shall be deemed to be acceptable to Buyer. In the event Seller is unable to cure or cause a cure of a Title Objection and/or Buyer objects to an Insured Exception, Buyer shall have the right to terminate this Agreement and shall have no liability or further obligation under this Agreement.

(E) Seller shall cause Eagle to comply with the requirements of [Schedule B Section 1] of the Title Commitment.

(F) Buyer shall have the right, but not the obligation, to do such surveys on the Fee Parcels as Buyer desires. Surveys procured by Buyer shall be at the sole cost and expense of Buyer.

(G) If Buyer desires to have any standard survey exceptions deleted or modified in the Title Policy, Buyer shall deliver to the Title Company, no later than 15 days prior to the Closing Date, properly certified and current original surveys of the specified Fee Parcels that comply with Idaho law.

SECTION 3.04 ENVIRONMENTAL PROVISIONS.

(A) For purposes of this Section:

(1) "Hazardous Materials" means any substance or material regulated by any federal, state or local governmental entity under any Environmental Law as a hazardous material, hazardous substance, hazardous waste, pollutant, contaminant, toxic waste, toxic substance or words of similar import, including petroleum and petroleum products, by-products or breakdown products;

(2) "Environmental Laws" means any statute, law, regulation, ordinance, injunction, judgment, order, or other decree of any governmental authority pertaining to the protection of the environment, including the Federal Clean Water Act – 33 U.S.C. § 1251 et seq. (1972), the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Oil Pollution Act of 1990, Toxic Substances Control Act, Superfund Amendment and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, and any comparable state statute, law, regulation, ordinance, injunction, judgment, order, or other decree. Any reference to legislative acts or regulations shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments or notices issued thereunder.

(B) Seller will cause Eagle to warrant that it has obtained all environmental permits and other Governmental Authorizations that are required in connection with the business and operation of the Utility System.

(C) Seller will cause Eagle to warrant that the Utility System is in full compliance with all applicable Environmental Laws and Company-held environmental permits. Seller has no

knowledge that the Utility System is not in full compliance with all applicable Environmental Laws and Company-held environmental permits.

(D) Seller will cause Eagle to warrant that it has not received notice of any violation, alleged violation or liability arising under any applicable federal, state or local statutes, laws and/or regulations (including, without limitation, any applicable environmental, building, zoning, or other law, ordinance or regulation) materially or adversely affecting the Purchased Assets or Utility System, and Seller warrants to Buyer that it has no knowledge of any alleged violation, violation or liability arising under the foregoing.

(E) Seller has no knowledge of, and will cause Eagle to warrant that there are not, Hazardous Materials present around, on or in the environment of the Utility System that are not in compliance with applicable Environmental Laws, including, but not limited to, any hazardous Materials contained in barrels, aboveground or underground storage tanks, equipment (whether moveable or fixed) or other containers, either temporary or permanent. Seller will cause Eagle to warrant that it has not disposed of any Hazardous Materials on the Fee Parcels or Easements, nor has Eagle removed Hazardous Materials from the Fee Parcels or Easements, except as provided by law.

(F) Buyer, at its expense, may perform assessments, as it deems appropriate, including Phase I Environmental Site Assessments (ESA) pursuant to applicable ASTM standards and Phase II Environmental Site Assessments for recognized environmental concerns identified in the Phase I Environmental Site Assessments. Seller shall cause Eagle to cooperate with Buyer and/or its agents by providing reasonable access to the Utility System and Fee Parcels so that Buyer and/or its agents may conduct any Environmental Site Assessments Buyer deems necessary.

(G) If the ESA reveals Hazardous Materials on the Fee Parcels that require remedial action, Buyer, at its sole discretion, shall either (a) demand that Seller cause Eagle to take prompt action as necessary to expeditiously remediate the reported Hazardous Materials and provide the Buyer with copies of all documentation verifying that all remediation has occurred and applicable regulatory requirements have been satisfied; (b) cause Seller to attempt to negotiate with Eagle a lesser Purchase Price for the Purchased Assets and proceed to Closing under the terms contained herein; provided, however, if Seller (and Eagle) and Buyer are unable to negotiate in good faith a lesser Purchase Price within twenty (20) days of Buyer's first remediation offer to Seller, Buyer may terminate this Agreement; or (c) terminate this Agreement. Eagle shall be required to remediate under this Section 3.04(G)(a) unless the cost is estimated to exceed \$100,000.00, in which case Eagle shall have the option to terminate the Eagle APA or renegotiate the purchase price in accordance with Section 3.04(G) or (b). Upon any termination under this Section 3.04, Seller and Buyer shall have no further liability or obligation to each other under this Agreement.

SECTION 3.05 NOTICE TO PROCEED WITH GOVERNMENT APPROVALS. Upon completion of the Inspection Period and if Buyer does not terminate this Agreement under Section 3.02, Seller shall provide written notice to Eagle of its intent to assign this Agreement to Buyer and coordinate and cause Eagle to proceed to seek the Governmental Approvals pursuant to Section 5.01. Seller shall assist and coordinate the Governmental Approval process on Eagle's behalf.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES**

SECTION 4.01 REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer as follows:

(A) Seller is duly organized, validly existing and has an active status under the laws of the State of Wyoming. Seller has the power and authority to enter into this Agreement and to perform the terms and conditions of this Agreement.

(B) There are no pending or threatened legal actions, suits, mediations, arbitrations, or other legal or administrative proceedings pending or threatened against Seller or Eagle that could affect the disposition of the Purchased Assets in any way or could prevent consummation of the transactions contemplated by this Agreement or the Eagle APA. Furthermore, Seller has no knowledge that there exists any fact or facts that with notice or the passage of time may result in any action, suit, mediation, arbitration, or other proceedings that might result in any adverse change in the Purchased Assets.

(C) Seller has no knowledge that Eagle is in default with any Governmental Authority or under any Governmental Authorization pertaining to the operation of the Utility System or disposition of the Purchased Assets. Additionally, the Seller has not received notice of any claim of default with respect to any Governmental Authorization. Seller has no knowledge that with notice or the passage of time that Eagle is in default with respect to any judgment, order, writ, verdict, injunction, decree or award applicable to it or any court or other government instrumentality or arbitrator having jurisdiction over it as pertaining to the operation of the Utility System or the Purchased Assets.

(D) The execution and performance of this Agreement by Seller does not and will not violate or result in the breach of any term, or condition, or require the consent of any person not a Party hereto under: (i) the by-laws of Seller and/or (ii) any material mortgage, indenture, contract, lease, license or other instrument, document or understanding, oral or written, to which the Seller is a party or subject.

(E) Seller has no knowledge that Eagle is in default under any contract, agreement, lease or other instrument to which it, the Utility System or the Purchased Assets are bound. Seller has no knowledge of any outstanding debts or accounts payable relating to the Purchased Assets to which Eagle is a party.

(F) That Seller as Buyer, under the Eagle APA shall assign its rights and obligations as Buyer under the Eagle APA as provided hereunder.

(G) Seller warrants that as Buyer under the Eagle APA Seller has the full right, power and ability to assign, and will assign to Buyer at Closing, Seller's rights and obligations under the Eagle APA free and clear of all liens, claims and encumbrances. Seller further warrants that it has not made any previous assignment of, or otherwise encumbered, the Eagle APA or any interest in or part thereof.

(H) Without limiting the generality of any other provision of this Section 4.01 Section 4.01, Seller warrants that as of the Effective Date and as of Closing, Seller is the Buyer under the Eagle APA, the Eagle APA is a valid and binding agreement and the obligations of Seller and Eagle are enforceable in accordance with its terms, and Seller has full right, power and ability to assign to Buyer its rights and obligations to Buyer under the Eagle APA at or prior to Closing as provided hereunder.

(I) Seller has not dealt with a broker, salesman, or finder in connection with any part of the transaction contemplated by this Agreement, and, insofar as it knows, no broker, salesman or other person is entitled to any commission or fee with respect to said transaction.

SECTION 4.02 REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer represents and warrants to Seller as follows:

(A) Buyer is duly organized, validly existing and has an active status under the laws of the State of Idaho. Buyer has the power and authority to enter into this Agreement and to perform the terms and conditions herein.

(B) Buyer is not subject to, nor a party to any action, suit, claim or other legal proceeding, legal requirement or any other restriction of any kind or character that would prevent consummation of the transactions contemplated by this Agreement.

(C) The execution and performance of this Agreement by Buyer does not and will not violate or result in the breach of any term or condition, or require the consent of any person not a party hereto under: (i) the bylaws of Buyer; (ii) any material mortgage, indenture, contract, lease, license or other instrument, document, agreement or understanding, oral or written, to which the Buyer is a party or subject.

ARTICLE V ISSUANCE AND TRANSFER OF GOVERNMENTAL AUTHORIZATIONS

SECTION 5.01 ISSUANCE AND TRANSFER OF GOVERNMENTAL AUTHORIZATIONS. Within ten (10) days after the Due Diligence Termination Date or earlier at Buyer's request, Seller shall cause Eagle, in conjunction with Buyer, to jointly apply for, and thereafter diligently seek and pursue, the issuance, cancellation and/or transfer as the case may be, of all Governmental Authorizations necessary for the transfer of the Purchased Assets to Buyer and to operate the Utility System. Buyer and Eagle shall be responsible for their

own fees and costs in this regard. Any filing fees incurred in seeking such governmental authorizations shall be split evenly between Eagle and Buyer.

**ARTICLE VI
CONDITIONS PRECEDENT TO THE BUYER'S OBLIGATION TO CLOSE
AND ADDITIONAL COVENANTS**

Buyer's obligation to purchase the Purchased Assets and to take any and all other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing of each of the following conditions, any of which may be waived by the Buyer, in whole or in part:

SECTION 6.01 SELLER'S PERFORMANCE. All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement and those covenants and obligations that Eagle is required to perform under the Eagle APA at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually) shall have been duly performed and complied with in all material respects.

SECTION 6.02 SELLER'S REPRESENTATIONS AND WARRANTIES. All representations and warranties made by Seller in this Agreement and by Eagle under the Eagle APA shall be true, correct and complete as of the Effective Date, and no breach or violation of such representations and warranties shall have occurred from the Effective Date up to and including the Closing Date.

SECTION 6.03 ADDITIONAL DOCUMENTS. Seller and Eagle shall have caused the documents and instruments required by this Agreement, and the Eagle APA, and the following documents to be delivered to the Escrow Agent for closing in a form reasonably satisfactory to the Buyer:

- (A) Resolution reflecting approval of this Agreement by Seller;

(B) Resolution of Eagle reflecting approval of the Eagle APA;

(C) Such other documents as Buyer may reasonably request for the purpose of:

(1) Evidencing the performance by Seller or Eagle as the case may be under the Eagle APA, or the compliance by Seller or Eagle as the case may be under the Eagle APA, any covenant or obligation required to be performed or complied with by Seller or Eagle as the case may be under the Eagle APA; and/or

(2) Evidencing the release of all liens, security interests, and any other encumbrance or encumbrances other than Permitted Real Estate Encumbrances.

SECTION 6.04 NO CONFLICT. Neither the consummation nor the performance of this Agreement or the Eagle APA (as assignee of Seller) will, directly or indirectly, materially contravene or conflict with or result in a material violation of or cause Buyer to suffer any material adverse consequence under any applicable Governmental Authorization or other legal order.

SECTION 6.05 GOVERNMENTAL AUTHORIZATIONS. All Governmental Authorizations shall have been issued, cancelled or transferred, as the case may be, in accordance with Section 5.01 of this Agreement under terms satisfactory to Buyer at its sole discretion.

SECTION 6.06 ASSIGNMENT OF AGREEMENT. The Buyer shall have the right to assign this Agreement at Buyer's sole discretion and at any time prior to Closing to a parent, subsidiary or affiliate of Buyer without Seller's consent, and Buyer may assign this Agreement to any other party with the prior written consent of Seller, which consent shall not be unreasonably withheld.

SECTION 6.07 AMENDMENTS TO EAGLE APA. Between now and the Closing Date Seller shall, at Buyer's direction, cause the Eagle APA to be amended to conform with, in substance, including, without limitation, the timing of this Agreement. Such amendment shall also be a condition to Closing.

SECTION 6.08 ASSIGNMENT OF EAGLE APA. Buyer shall have the right to require Seller to assign to Buyer the Eagle APA at any time after the Due Diligence Termination Date and in any event it shall be a condition that the Eagle APA shall be assigned to Buyer at Closing.

**ARTICLE VII
CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE**

Seller's obligation to sell the Purchased Assets and to take any and all other actions required to be taken by Seller at the Closing is subject to its satisfaction, at or prior to the Closing, each of the following conditions (any of which may be waived by Seller in whole or in part):

SECTION 7.01 THE BUYER'S PERFORMANCE. All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively); and each of these covenants and obligations (considered individually), shall have been performed and complied with in all material respects.

SECTION 7.02 BUYER'S REPRESENTATIONS AND WARRANTIES. All representations and warranties made by Buyer in this Agreement shall be true, correct and complete as of the Effective Date, and no breach or violation of such representations and warranties shall have occurred from the Effective Date up to and including the Closing Date.

**ARTICLE VIII
COVENANTS OF SELLER**

SECTION 8.01 OPERATION OF THE BUSINESS OF SELLER. Between the Effective Date and the Closing, Seller shall require performance under the Eagle APA to cause Eagle to:

(A) Conduct its business in the ordinary course of business consistent with past practice;

(B) Confer with Buyer prior to implementing any operational decisions that might change, in any way, the disposition of the Purchased Assets and/or operation relating to the Utility System of a material nature;

(C) Maintain the Purchased Assets in a state of repair and condition that complies with legal requirements and is consistent with the requirements and normal conduct of Seller's business;

(D) Comply with all legal requirements and contractual obligations applicable to the operations of Eagle's business;

(E) Use its best efforts to maintain its relationship and good-will with any and all of its suppliers, customers and/or any other person or entity with which it has a business relationship;

(F) Cooperate with Buyer and assist Buyer and/or Buyer's agent(s) in identifying the Governmental Authorizations required by Buyer to operate the business from and after the Closing Date and either (i) transferring existing Governmental Authorizations of Eagle to Buyer, where permissible, or assisting Buyer in obtaining new Governmental Authorizations;

(G) Upon request from time to time, execute and deliver documents, make all truthful oaths, testify in any proceedings, whether before or after Closing, and do all other acts that may be reasonably necessary to consummate this Agreement, all without any further consideration;

(H) Maintain and make available for review by Buyer all books and records of Eagle relating to Eagle's business in the ordinary course of business;

(I) Notify and consult with Buyer prior to the initiation, development, or execution of any plans for expansion of or improvements to the Utility System;

(J) Cooperate with Buyer in sending any customer notices that, in Buyer's judgment are necessary or desirable in connection with the transactions contemplated herein;

(K) Not allow the levels of raw materials, supplies or other materials included in the Purchased Assets to vary materially from the levels customarily maintained;

(L) Not make any material modification to any Governmental Authorization that relates to the Purchased Assets; and

(M) Not enter into any agreements, contracts, letters of intent or understanding or other documents or modify, terminate or assign any existing agreements, contracts, letters of intent or understanding or other documents with Eagle (including any shareholder of Eagle) without Buyer's prior written consent and Seller will give its best efforts to prevent Eagle from doing any of the foregoing.

SECTION 8.02 NOTIFICATION. Between the Effective Date and Closing, Seller shall promptly notify Buyer, in writing, if it becomes aware of (a) any fact or condition that causes or constitutes a breach of this Agreement or the Eagle APA, (b) the occurrence after the Effective Date of any fact or condition that would or be reasonably likely to (except as expressly contemplated by this Agreement) cause or constitute a breach of this Agreement or the Eagle

APA, or (c) any material damage or destruction to the Purchased Assets. During the same period, Seller also shall promptly notify the Buyer of the occurrence of any breach of any covenant of Seller in this Agreement or the Eagle APA or the occurrence of any event that may make the satisfaction of the conditions in this Agreement impossible or unlikely.

SECTION 8.03 PAYMENT OF LIABILITIES. Seller shall cause Eagle to pay or otherwise satisfy in the ordinary course of business all of its liabilities and obligations as they come due.

SECTION 8.04 SELLER'S COVENANT. Seller covenants that at all times during the term of this Agreement it shall take all actions and perform all requirements of the Buyer under the Eagle APA so as to maintain such agreement in full force and effect.

ARTICLE IX CLOSING AND RELATED PROCEDURES AND ADJUSTMENTS

SECTION 9.01 ESCROW, CLOSING DATE AND PLACE.

(A) Within three (3) business days of the Effective Date, Buyer and Seller shall open Escrow with the Escrow Agent.

(1) The Parties shall execute the Escrow Instructions in customary form to carry out the terms of this Agreement and providing for a simultaneous closing under this Agreement with Seller and with Buyer and Eagle under the Eagle APA.

(2) Seller shall deposit a duly executed Assignment of Asset Purchase Agreement in the form of **Exhibit G** attached hereto and incorporated herein by this reference assigning the Eagle APA to Buyer.

(3) Seller shall deposit an original of the Eagle APA.

(B) On or before the Closing Date, Buyer and Seller shall deposit in escrow with Escrow Agent all instruments, documents and monies (payable in cash by wire funds or official

bank check), and closing instructions necessary to complete the transaction in accordance with this Agreement. The Escrow Agent's closing fees shall be equally divided between Seller and Buyer. All other expenses not specifically referenced in this Agreement and incurred by Seller or Buyer with respect to the transactions set forth herein shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

(C) The Closing shall be held at the office of the Closing Escrow Agent within ten (10) days after satisfaction of the conditions under Article VI, or such other date mutually acceptable to Seller and Buyer but no later than twenty (20) days after receipt of Final Governmental Authorizations and other conditions precedent under Article VI (the "Closing Date").

SECTION 9.02 RECORDING FEES, TAXES AND TITLE INSURANCE.

(A) Fees to record the deeds and any other instruments necessary to deliver title to Buyer shall be paid by Buyer.

(B) To the extent that taxes or other charges are due and payable with respect to the deeds and/or other instruments necessary to deliver title to the Purchased Assets to Buyer, said transfer taxes shall be paid by Buyer. Any income taxes due and payable by Seller as a result of the sale of the Purchased Assets shall be paid by Seller.

(C) The cost of the Title Policy, standard coverage, shall be paid by Seller, the additional cost of extended coverage and any endorsements requested by Buyer shall be paid by Buyer.

**SECTION 9.03 ACCOUNTS RECEIVABLE; ACCOUNTS PAYABLE;
CUSTOMER DEPOSITS.**

(A) All accounts receivable generated for services provided to customers prior to the Closing Date shall belong to Seller and Seller shall have the right and obligation to collect such accounts receivable. All accounts receivable generated for services provided to customers on and after the Closing Date shall belong to Buyer and Buyer shall have the right and obligation to collect such accounts receivable.

(B) All bills for services, materials and supplies rendered in connection with the operation of the Utility System prior to the Closing Date ("Accounts Payable"), shall be paid by Seller.

(C) Seller shall be responsible for all ad valorem or property taxes, and utilities charges prorated through the Closing Date. Taxes due thereafter, if any, shall be paid by Buyer.

SECTION 9.04 CONNECTION CHARGES AND HOOKUP FEES.

(A) Customer Deposits and Hookup Fees collected by Eagle from customers who, prior to the Closing Date have not been hooked up to the Utility System or otherwise received the services for which such customer funds were collected, shall be a Purchased Asset.

(B) Hookup Fees collected from and after Closing shall be Buyer's sole and separate property.

SECTION 9.05 COSTS AND PROFESSIONAL FEES.

(A) Each Party shall be responsible for securing its own counsel and/or advisor(s) for representation in connection with the negotiation of this Agreement and all other matters associated with performance, cancellation or closing hereunder unless otherwise specified herein. Each Party shall be responsible for the payment of its own attorneys, bankers, engineers,

accountants, and other professional advisors or consultants in connection herewith. Buyer will be responsible for the recording of the deeds and other instruments necessary to deliver title to Buyer.

SECTION 9.06 RISK OF LOSS. At all times prior to and through the time of Closing, Seller shall cause Eagle to maintain adequate fire and extended insurance coverage for the cost of any replacement or repairs to the Purchased Assets that may be required as a result of casualty damage. Repairs or replacements must be of equal or better quality than existed prior to the loss or damage. The risk of loss to the Utility System prior to Closing shall be borne by Seller (and Eagle). The risk of loss to the Utility System after Closing shall be borne by Buyer.

SECTION 9.07 CLOSING PROCEDURE.

(A) On or prior to the Closing Date, Seller and Buyer shall cause Eagle to execute all documents necessary to close the transaction.

(B) The Assignment shall be delivered to Buyer and this Closing shall occur simultaneously with the Closing under the Eagle APA.

(C) At Closing, Seller or Eagle (as the case may be under the Eagle APA) shall execute or cause to be executed and delivered to the Closing the following documents in final form acceptable to Buyer, together with any exhibits or appendices ("Transfer Documents"):

(1) General warranty deed(s) for the conveyance of Fee Parcels and the Water Right to be conveyed;

(2) Assignment of Easements;

(3) If necessary, general assignment of any Governmental Authorizations;

(4) Bills of Sale or other documents of assignment and transfer, with full warranties of title to the personal property portion of Purchased Assets;

(5) Post-closing agreements, affidavits, assignments, certificates, estoppel certificates, corrective instruments, releases, satisfactions or terminations necessary or required pursuant to this Agreement;

(6) Title Policy consistent with Section 3.03 of this Agreement;

(7) Non-foreign affidavit;

(8) Any affidavits, assignments, certificates, estoppel certificates, corrective instruments, releases, satisfactions, terminations or waivers necessary to close, including, but not limited to a no lien affidavit, a "gap" affidavit and those instruments identified by the Title Company insuring the Fee Parcels;

(9) Documents, in a form reasonably satisfactory to the Buyer and the Title Company, evidencing the release of all liens, security interests, and other encumbrances other than Permitted Real Estate Encumbrances.

SECTION 9.08 DOCUMENTS AFTER THE CLOSING. From time-to-time after the Closing, each Party hereto shall, upon request of the other, execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, bills of sale, transfers or other documentation for (1) confirming or correcting title in the name of Buyer or its successors) or perfecting possession by Buyer or its successor(s) of any or all of the Purchased Assets, including the establishment of a record of Easements without resort to litigation, expenditure of monies or other extraordinary means, for all facilities that are a part of the Utility System in existence or use at the time of Closing, or (2) otherwise fulfilling the obligations of the Parties hereunder and to facilitate the transition of services to customers and operation of the Utility System. Further, from time-to-time after Closing, should the Parties discover that certain land parcels, Easements, or other rights owned or enjoyed by Seller prior to

Closing and necessary to the proper operation and maintenance of the Utility System were not included in the Appendices hereto, and thus not transferred to the Buyer or its successor(s) at Closing in accordance with this Agreement, then the Parties agree that Seller shall execute or cause to be executed the documents including, but not limited to, deeds, easements and bills of sale necessary to convey such ownership or rights to Buyer or its predecessor(s), at no cost to Buyer, provided such conveyances may be accomplished without resort to litigation, expenditure of monies or other extraordinary means.

**ARTICLE X
INDEMNITY AND ATTORNEYS FEES**

SECTION 10.01 INDEMNITY AND ATTORNEYS FEES. Seller shall cause Eagle to agree to indemnify (or defend at Buyer's sole option) Buyer, its successors and assigns, and hold them harmless against any loss, damage, liability, expense or cost arising out of or attributable to: 1) any act or omission of Seller or Eagle or its agents, employees or contractors relating to Eagle's ownership, maintenance, or operation of the Utility System prior to Closing, or 2) any misrepresentation or breach of any representation, warranty or covenant on the part of Seller under this Agreement or Eagle under the Eagle APA.

SECTION 10.02 ATTORNEYS FEES. In the event litigation is necessary to resolve any dispute arising under this Agreement, the substantially prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and expenses to the extent allowed by Idaho law.

**ARTICLE XI
GENERAL PROVISIONS**

SECTION 11.01 APPLICABLE LAW; JURISDICTION AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho excluding any choice of law rules that may direct the application of the laws of any other jurisdiction.

SECTION 11.02 NOTICE.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, or by courier service, charges prepaid, to the Parties at the following addresses:

To Buyer:	Suez Water Idaho Inc. 8248 W. Victory Road Boise, Idaho 83709
-----------	---

To Seller:	H2O Eagle Acquisition, LLC 30 N. Gould St., Suite N Sheridan, Wyoming 82801
------------	---

(B) Any written notice given to one person in subsection (A) of this Section shall also be copied and provided to all other persons identified in subsection (A).

(C) The Parties may, by notice in writing given to the others, designate any future or different addresses and additional persons to which the subsequent notices, certificates or other communications shall be sent. Any notices shall be deemed given on the date such notice is delivered by hand or by facsimile transmission or five (5) days after the date mailed.

SECTION 11.03 ASSIGNMENT AND JOINDER.

(A) Other than the assignment pursuant to Section 6.06 hereof, this Agreement may not be assigned without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

(B) This Agreement shall be construed as solely for the benefit of Seller and Buyer and their successors and assigns and no claim or cause of action shall accrue to or for the benefit of any other party.

(C) This Agreement shall be binding on and shall inure to the benefit of the Parties to it and their respective successors and permitted assigns.

SECTION 11.04 AMENDMENTS AND WAIVERS. Except as otherwise provided in this Agreement, no amendment, supplement, modification or waiver of this Agreement shall be binding upon any Party hereto unless executed in writing by such Party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 11.05 ENTIRE AGREEMENT. This Agreement is the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and/or discussions of the agreements, understandings, negotiations and/or discussions of the Parties, whether oral or written, pertaining to the subject matter hereof, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 11.06 REMEDIES; TERMINATION EVENTS. By notice given prior to or at the time of Closing, this Agreement may be terminated as follows:

(A) Without limiting any of the rights and remedies at law available to Buyer arising from Seller's failure to comply with its obligations under this Agreement, including, without limitation, the remedy of specific performance, if the Governmental Authorizations set out in Article V , or if all conditions precedent to Buyer's obligation to close set out in Article VI have not been satisfied prior to the Closing Date, Buyer shall have the right of termination, by delivery of written notice to Seller.

(B) Without limiting the rights and remedies available to Seller pursuant to Section 11.07(A) hereof in connection with Buyer's failure to comply with its obligations under this Agreement, if the Governmental Authorizations set out in Article VI, or if all conditions precedent to Seller's obligation to close set out in Article VII have not been satisfied on or prior to the Closing Date, Buyer shall have the right of termination, without further recourse or liability to Buyer, by delivery of notice to Seller.

(C) As otherwise provided in this Agreement.

SECTION 11.07 REMEDIES; EFFECT OF TERMINATION.

(A) Each Party's right of termination under Section 11.06 is in addition to any other rights it may have under this Agreement or otherwise and the exercise of such right of termination is not an election of remedies. If this Agreement is terminated pursuant to Section 11.06, all obligations of the Parties under this Agreement shall terminate unless otherwise stated in this Agreement; provided, however, that if this Agreement is terminated because of a breach of this Agreement by Seller or because one or more of the conditions to the Buyer's obligations under this Agreement is not satisfied as a result of the Seller's failure to comply with its obligations under this Agreement, Buyer's right to pursue all legal and equitable remedies will survive such termination unimpaired. Notwithstanding anything herein contained to the

contrary, Seller's sole remedy for a default by Buyer of its obligations under this Agreement shall be to terminate this Agreement by giving written notice to Buyer prior to or at Closing and recover liquidated damages in the amount of Five Thousand Dollars (\$5,000.00). Seller and Buyer agree that the foregoing amount is a fair and reasonable amount to be paid to Seller as agreed and liquidated damages in light of Seller entering into this Agreement and incurring costs pursuant hereto, and the foregoing amount shall not constitute a penalty or forfeiture. Seller and Buyer agree that Seller's damages resulting from Buyer's default hereunder are difficult to determine and the foregoing sum is a fair estimate of such damages which has been agreed to in an effort to cause the amount of such damages to be certain. Furthermore, notwithstanding anything herein contained to the contrary, Seller shall not have the remedy of specific performance in connection with any breach of this Agreement by Buyer or Buyer's failure to purchase the Purchased Assets.

(B) Neither Seller nor Buyer shall be liable to the other in the event that after the Effective Date there occurs (1) a change of law that prevents the Closing, (2) any action by a third party (except Eagle) that prevents the Closing, or (3) any legal order that prevents the Closing. Both Parties shall diligently defend against a third party's (except Eagle) attempt to prevent a Closing or Governmental Authorization.

(C) If a material breach of any provision of this Agreement has been committed by a Party and such Breach has not been waived by the non-breaching Party, but does not result in termination of this Agreement, the non-breaching Party shall retain all remedies available to it at law or in equity with respect to such breach.

(D) Neither Seller nor Buyer shall be liable to the other for any special, consequential or punitive damages.

SECTION 11.08 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be considered an original. The Parties expect that the Seller will execute this Agreement before execution by the Buyer. Seller understands and agrees that Buyer will not execute this Agreement without the prior approval of its Board of Directors, whose discretion to accept or reject this Agreement prior to execution by Buyer shall in no way be limited by Seller's execution hereof.

SECTION 11.09 SECTION HEADINGS. Any headings preceding the texts of the several articles, sections or exhibits in this Agreement shall be solely for the convenience of reference and shall not constitute a part of this Agreement nor affect its meaning, construction or effect.

SECTION 11.10 SEVERABILITY. In the event any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and the remainder of this Agreement shall be construed to be in full force and effect.

SECTION 11.11 EXHIBITS AND SCHEDULES. All exhibits, schedules and attachments referred to herein are intended to be and hereby are made specifically a part of this Agreement.

SECTION 11.12 STOCK ACQUISITION. At any time prior to the Closing Date, Buyer may elect, in Buyer's sole discretion to purchase 100% of the stock in Eagle in lieu of purchasing the Purchased Assets. Within five (5) days after receipt of Buyer's written notice, Seller shall enter into the Stock Purchase Agreement ("SPA"). Upon Buyer and Seller executing and entering into the SPA, this Agreement shall automatically terminate and Buyer's and Seller's obligations and liabilities hereunder shall become null and void.

SECTION 11.13 PUBLICITY. No public announcement of this Agreement or the transactions contemplated hereby will be made without the prior consent of Buyer as to both timing and content, except that either Party, without the other Party's consent, may make such announcements and disclosures as it believes advisable pursuant to law. Buyer and Seller covenant and agree to keep strictly confidential (except for necessary disclosure to advisors, including, but not limited to, lawyers and accountants) the purchase price and the terms and conditions under this Agreement.

SECTION 11.14 EXCLUSIVITY. Seller covenants to Buyer that during the term of this Agreement it will not seek or entertain any agreement with any other person for the sale of Eagle assets or the assignment of the Eagle APA.

[Signature Page Follows]

IN WITNESS WHEREOF, the Seller and Buyer have caused this Agreement to be duly executed and entered into effective as of the date first above written.

SELLER:

H2O EAGLE ACQUISITION LLC,
A Wyoming limited liability company

By: N.L. Bangle
Title: Director

BUYER:

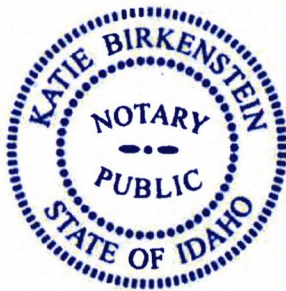
SUEZ WATER IDAHO INC.,
an Idaho corporation

By: sm
Title: MARSHALL THOMPSON
VP & GENERAL MANAGER

STATE OF IDAHO)
) ss.
County of Ada)

On this 20th day of September 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Marshall Thompson, known or identified to me to be the vice President + General Manager of **SUEZ Water Idaho Inc.**, the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that he executed the same in said corporation's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Katie Birkenstein
Notary Public for Idaho
Residing at 1017 E. Shady Ridge Dr, Kuna ID 83034
My Commission expires 07/26/24

STATE OF IDAHO)
) ss.
County of Ada)

On this 20th day of September 2018, the undersigned, a Notary Public in and for said state, personally appeared N.L. Bangle, known or identified to me to be the Director of H2O Eagle Acquisition LLC, a limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Katie Birkenstein
Notary Public for Idaho
Residing at 1017 E. Shady Ridge Dr, Kuna ID 83034
My Commission expires 07/26/24

EXHIBIT LIST

- Exhibit A – Service Area
- Exhibit B – Easements
- Exhibit C – Excluded Assets
- Exhibit D – Fee Parcels
- Exhibit E – Personal Property
- Exhibit F – Customer Deposits and Hookup Fees
- Exhibit G – Eagle APA
- Exhibit H – Form of Assignment and Assumption

EXHIBIT A
SERVICE AREA

All of that area within Ada County, Idaho within which Eagle Water Company, Inc. is authorized to provide regulated water utility service pursuant to Certificate of Convenience and Necessity No. 278, as issued, amended and revised per orders of the Idaho Public Utilities Commission, as generally depicted below, together with any areas served by Eagle Water Company at the date of Closing, whether included in CPCN No. 278 or not.

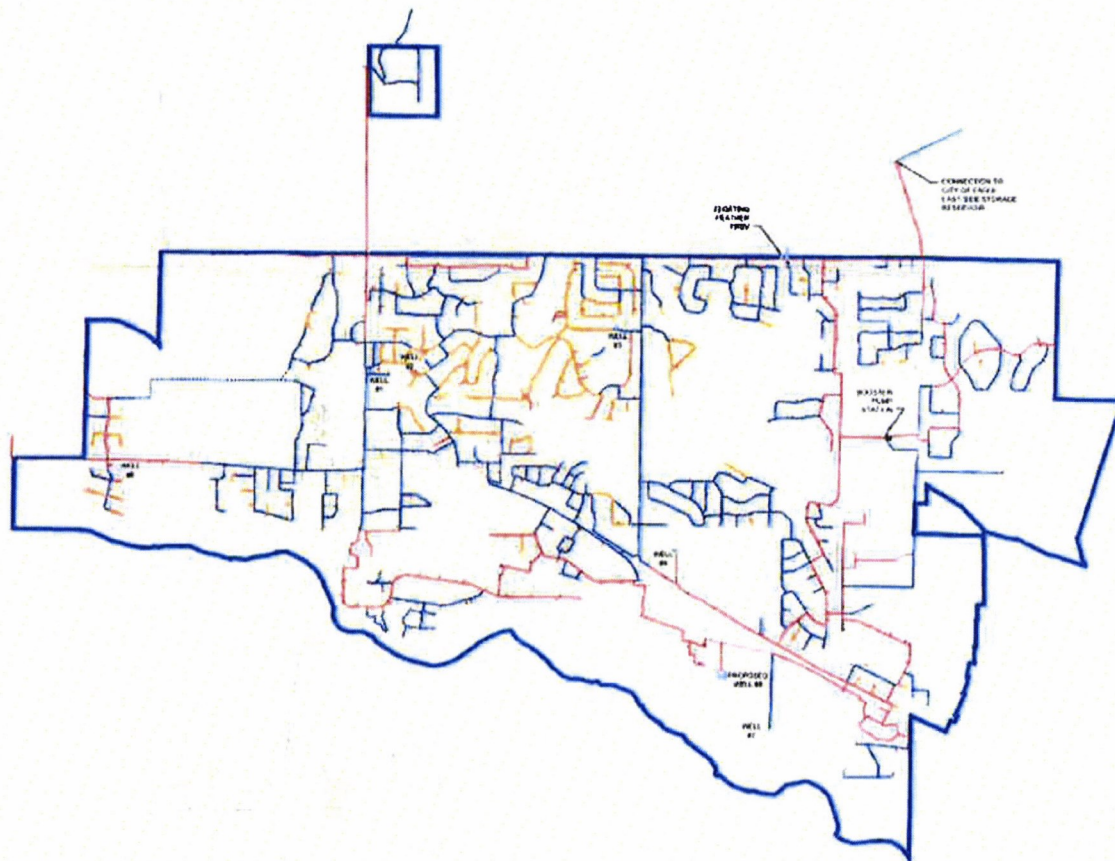


EXHIBIT B
EASEMENTS

All existing easements and/or rights-of-way necessary or convenient for ingress, egress, access to, or the location, operation and/or maintenance of the Purchased Assets, that are not within a plat or dedicated roadway, including but not limited to those recorded Easements set forth below:

Sage Acres Booster Pump Station - Public Water Supply Equipment Access Easement Agreement with Ada County. Dated August 21, 2012. Agreement No. 9754

Pipeline easement for yard booster pump station suction piping - Alison and Greg Guymon property

Pipeline on Dry Creek Cemetery property

Pipelines on the west side of the system, north of Old State Street (depicted on 2007 Master Plan map as "future", were these installed?)

Pipeline on Jade LLC properties (southwest of Hill Rd/Old Horseshoe Bend Road Intersection) and through the storage units south of that.

Pipeline through Winco/Home Depot parking lot

Any canal crossing easements/agreements

Other pipelines not in the public right-of-way identified by H2O and EWC

(ANY OTHERS TO BE ADDED AFTER COMPLETION OF DUE DILIGENCE)

EXHIBIT C

EXCLUDED ASSETS

1. Any and all customer water service lines that run from outside the meter box or curbside connection to each individual residence, commercial or industrial structure served by the Purchased Assets;
2. All piping and fixtures internal to each of the customer's structure;
3. Seller's cash and accounts receivables, including surcharge amounts, up to the date of Closing;
4. Seller's asset retirement obligation, if any;
5. Construction equipment and trailers;
6. Motor vehicles;
7. The shop building and real property located at 10255 N. Horseshoe Bend Road, Eagle, Idaho (exclusive of the neighboring Yard Booster Pump Station property, and all pipeline routes, and ingress/egress access Easements, which are to be acquired as Purchased Assets).
8. The office space at 188 W. State Street.
9. Lot 3, Block 7, Eagle Hills West No. 4 Subdivision, also known as 621 North Pebble Beach Way, Eagle, Idaho 83616

EXHIBIT D
FEE PARCELS

All that real property located in Ada County, Idaho and legally described in:

Exhibit A to Amended Lease Agreement dated August 1, 1990 by and between Rowland Jones and Robert V. Deshazo, Sr. as grantor and Eagle Water Company, Inc. as Grantee, Ada County Instrument No. 9041853 (to be converted to Fee or other mutually acceptable arrangement prior to Closing)

Exhibit A to Amended Lease Agreement dated August 1, 1990 by and between Rowland Jones and Robert V. Deshazo, Sr. as grantor and Eagle Water Company, Inc. as Grantee, Ada County Instrument No. 9041854 (to be converted to Fee or other mutually acceptable arrangement prior to Closing)

Corporation Warranty Deed dated January 4, 1978, Ada County Instrument No. 7929797 (Well 3).

Warranty Deed dated February 11, 2005, Ada County Instrument No. 105018423 (Well 4)

Warranty Deed dated January 23, 1996, Ada County Instrument No. 96013622 (Well 6)

Corporate Warranty Deed Dated April 9, 2010, Ada County Instrument No. 110033057 (Well 7 and Well 8)

Quitclaim Deed dated January 28, 2011, Ada County Instrument No. 111009730 (Parcel A Yard Booster Pump Station)

Quitclaim Deed dated January 28, 2011, Ada County Instrument No. 111009731 (Parcel B Yard Booster Pump Station)

(ANY OTHERS TO BE ADDED AFTER COMPLETION OF DUE DILIGENCE)

EXHIBIT E

PERSONAL PROPERTY

All Personal Property within the meaning given in Article 2, Section 2.02(A)(4) of this Agreement, including without limitation the following specific assets, properties, and rights of Seller:

1. All water distribution system piping, meters, hydrants, PRV's, connection vaults to other water systems, and all other associated appurtenances, generally including the following amounts of pipe.

Piping Description	Linear Footage
Service lines (mainly 1.5" and 2")	24,130
4"	11,074
6"	45,476
8"	150,324
12"	86,514
Total	317,518
	(60.1 miles)

2. All stored inventory of meters and hydrants.
3. Well Facilities including all generators, buildings, appurtenances, and associated land, easements, leases, and right-of-ways.

Well Facility	Capacity (gpm)
1	Not Active
2	325
3	Not Active
4	1,800
6	2,500
7	1,350
8	1,800
Total	8,025

4. All Booster pumping facilities including all generators, buildings, appurtenances, and associated land, easements, leases, and right-of-ways.

Booster Pumping Facility	EWC Reported Capacity (gpm)
Yard Booster Pump Station	5,900
Sage Acres Booster Pump Station	1,900

5. All water rights, permits, licenses and associated implements, including but not limited to:

Water Right No.	Authorized Well No.	Priority Date	Water Use	Diversion Rate (cfs)	Diversion Rate (gpm)
Licensed or Decreed Water Rights					
63-7368	1,2,3	11/15/1970	FIRE PROTECTION	2.00	900
			MUNICIPAL	2.00	900
63-7618	1,2,3	10/25/1972	MUNICIPAL	1.40	630
63-9245	1,2,3,8	6/8/1979	FIRE PROTECTION	3.50	1,575
			MUNICIPAL	1.10	495
63-11798	4	4/17/1992	MUNICIPAL	1.34	603
Recently Licensed Water Rights					
63-12147	4,6	9/29/1994	MUNICIPAL	5.00	2,250
63-12559	7	12/15/1999	MUNICIPAL	3.00	1,350
WATER RIGHTS TOTAL				13.84	6,228

6. All cash and accounts receivables after the closing date, including surcharge amounts.
7. Billing system, all customer accounts and records.
8. All facility records and as-built documentation of the water system.

(ANY OTHERS TO BE ADDED AFTER COMPLETION OF DUE DILIGENCE)

EXHIBIT F
CUSTOMER DEPOSITS

[to be provided by Eagle H2O Acquisition LLC]

(ANY OTHERS TO BE ADDED AFTER COMPLETION OF DUE DILIGENCE)

EXHIBIT G

Intentionally Omitted

EXHIBIT H

Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Assignment**”) is entered into effective as of the 20th day of September, 2018, by and between H2O Eagle Acquisition LLC, a Wyoming limited liability company (“**Assignor**”) and SUEZ Water Idaho Inc. and Idaho corporation (“**Assignee**”). Assignor and Assignee may be individually referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. Assignor and Assignee are parties to that Asset Purchase Agreement dated effective September 20, 2018 (the “**Agreement**”), wherein Assignor agreed to transfer and assign to Assignee, and Assignee agreed to purchase, accept, and assume from Assignor, all of Assignor’s right, title, and interest in and to that certain Asset Purchase Agreement entered into effective May 14, 2018 by and between Assignor and Eagle Water Company, Inc. (the “**Original Agreement**”), as superseded, updated and replaced by that certain Definitive Asset Purchase Agreement between Assignor and Eagle Water Company, Inc. dated effective September 19, 2018 (the “**Eagle Agreement**”).

B. Assignor hereby desires to transfer and assign to Assignee and Assignee desires to accept and receive from Assignor, the Eagle Agreement.

ASSIGNMENT

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Effective as of the date hereof and for value received, Assignor hereby transfers and assigns to Assignee all of Assignor’s right, title, and interest in and to the Eagle Agreement.

2. Assumption. Effective as of the date hereof, Assignee hereby acquires, accepts, and assumes all of Assignor’s right, title, and interest in and to the Eagle Agreement and all of Assignor’s duties, responsibilities, and obligations arising from the Eagle Agreement.

3. Relationship to Agreement. Notwithstanding anything herein to the contrary, this Assignment is made pursuant to the Agreement, and nothing herein shall be construed to modify, expand, or otherwise detract from or add to the covenants, warranties, indemnities, and agreements made by Assignor and Assignee in the Agreement.

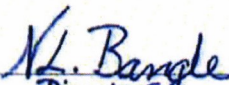
4. Counterparts. This Assignment may be executed in any number of counterparts, and once so executed by all parties hereto each such counterpart shall be deemed to be an original instrument, but all counterparts together shall constitute but one agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment effective as of the day and year first above written.


ASSIGNOR:

**H2O EAGLE ACQUISITION LLC,
A Wyoming limited liability company**

By: 
Title: Director

ASSIGNEE:

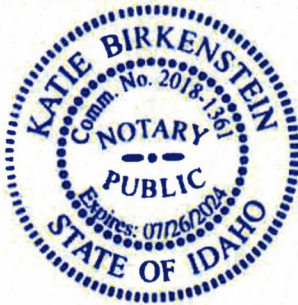
**SUEZ WATER IDAHO INC.,
an Idaho corporation**

By: 
Title: VP AND GENERAL MANAGER

STATE OF IDAHO)
) ss.
County of Ada)

On this 14th November day of ~~September~~ 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Marshall Thompson known or identified to me to be the Vice President of SUEZ Water Idaho Inc., the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that he executed the same in said corporation's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Katie Birkenstein
Notary Public for Idaho
Residing at Kuna, ID
My Commission expires 7/26/24

STATE OF IDAHO)
) ss.
County of Ada)

On this 20th day of September 2018, the undersigned, a Notary Public in and for said state, personally appeared N.L. Bangle, known or identified to me to be the Director of H2O Eagle Acquisition LLC, a limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Katie Birkenstein
Notary Public for Idaho
Residing at 10115 Shady Ridge Dr Kuna ID 83634
My Commission expires 07/26/24