APPENDIX A

Stock Purchase Agreement

STOCK PURCHASE AGREEMENT

BY AND BETWEEN

BRISTOL WATER-WORKS CORPORATION ("COMPANY"),

AND

DAVID M. FLAUM, E. PHILLIP SAUNDERS, DOUGLAS WEINS, AND GREG M. MULHERN ("SELLERS"),

AND

BRISTOL HARBOUR RESORT MANAGEMENT LLC ("PURCHASER")

AND

LAURA AND TODD COOK ("PURCHASER MEMBERS")

Dated: January 5, 2016

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the "Agreement") is made and entered as of the 5th day of January, 2016, by and between **BRISTOL HARBOUR RESORT MANAGEMENT LLC**, a New York limited liability company with principal offices at 142 Chamberlain Road, Honeoye Falls, New York 14472 ("Purchaser"), **TODD COOK** and **LAURA COOK**, individuals residing at 142 Chamberlain Road, Honeoye Falls, New York 14472 (collectively referred to herein as "Purchaser Members"; and together with Purchaser as "Purchaser Group"), and **DAVID M. FLAUM**, residing at 220 Sandringham Rd., Rochester, New York 14610, **E. PHILLIP SAUNDERS**, residing at 10709 Sugar Creek Rd., Dansville, New York 14439, **DOUGLAS WEINS**, residing at 135 Sylvania Dr. Rochester, New York 14618, and Greg M. Mulhern, residing at 137 Broadmoor Trail, Fairport, New York 14450 (collectively referred to as "Sellers"), and **BRISTOL WATER-WORKS CORPORATION**, a New York transportation corporation with principal offices at 5410 Seneca Point Road, South Bristol, New York 14424 ("Company" and collectively with Sellers, "Seller Group").

WITNESSETH:

WHEREAS, Sellers collectively are the record and beneficial owners of all of the issued and outstanding capital stock of Company (the "Shares"); and

WHEREAS, Purchaser desires to purchase from Sellers, and Sellers desire to sell, transfer and convey to Purchaser, all of Sellers' right, title and interest in and to the Shares, in each case for the consideration and upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TRANSACTIONS ON CLOSING DATE.

In accordance with the terms of this Agreement and subject to and upon satisfaction of the closing conditions set forth in Articles 7 and 8, the parties agree to consummate, on the Closing Date (as defined in Article 2), the following transactions:

1.1 Stock Purchase and Sale Transaction.

(a) Sale and Purchase of the Shares. Subject to the terms and conditions set forth in this Agreement and on the basis of and in reliance upon the representations, warranties, obligations and agreements set forth in this Agreement, Sellers hereby agree to sell, transfer, convey, assign and deliver to Purchaser and Purchaser agrees to buy at the Closing, as herein defined, all right, title and interest of Sellers in and to the Shares owned by each Seller as set forth opposite such Seller's name on Schedule 1.1(a), free and clear of all liens, mortgages, pledges, encumbrances, conditional sales agreements, security interests, title retention devices, charges, judgments, defects in title, options, rights of first refusal and other restrictions or third-party rights (collectively, "Encumbrances").

(b) Purchase Price for the Shares; Adjustments; and Payment.

(i) Purchase Price. The price to be paid for the Shares to be sold, transferred and assigned shall be One Hundred Thousand Dollars ($100,000) (the "Purchase Price").

(ii) Cash and Liabilities Adjustment. The Purchase Price shall be (A) increased by the amount on the Closing Date Financials of (1) Company's cash (excluding cash in an amount sufficient to cover all checks issues and outstanding but not yet cleared), cash equivalents, marketable securities, certificates of deposit, or other cash items of Company, pre-paid expenses with respect to the operation of the Company following Closing, customer security deposits, if any, and accounts receivable less than 90 days past due on the Closing Date; and (2) water charges paid to Company in arrears for periods prior to the Closing Date; and (B) decreased by the amount on the Closing Date Financials of (1) accounts payable (including wages, salaries and management fees but only to the extent attributable to the period prior to the Closing Date), trade payables, indebtedness for borrowed money, or bills, invoices, statements or other sums due to vendors, suppliers or other creditors of Company, in each case to the extent attributable to periods prior to the Closing Date; and (2) water charges paid to Company in advance for periods on or after the Closing Date; and (3) federal, state or local income, sales or franchise taxes of Company, or other taxes incurred, payable, or that will become payable by Company, relating to or arising from periods before the Closing Date.

(iii) Net Profit/Net Loss Adjustment. Without duplication to the adjustments provided for in Section 1.1(b)(ii) above, the Purchase Price shall be (A) decreased by the Net Profit associated with operation of Company from and after the closing date under the Asset Purchase Agreement, dated December 16, 2015, by and between South Bristol Resorts L.L.C., Bristol Harbour Development, LLC, Bristol Harbour Hotel, LLC and South Bristol Restaurant L.L.C. and the Purchaser Group (the "Asset Purchase Agreement"), and (B) increased by the Net Loss associated with operation of Company from and after the closing date under the Asset Purchase Agreement. For purposes hereof, the term "Net Profit" shall mean the excess of revenues received over expenses, before provision for taxes relating to or arising from periods before the Closing Date, incurred from operation of Company during such period, and "Net Loss" shall mean the excess of expenses, before provision for taxes relating to or arising from periods before the Closing Date, incurred over revenues received from operation of Company during such period. For avoidance of doubt, it is the purpose and intent of the foregoing adjustment, if such adjustment is applicable, that the parties succeed to the economic equivalent of Closing as of the closing date under the Asset Purchase Agreement.

(iv) Payment. The Purchase Price shall be paid by wire transfer of same day funds at Closing.

1.2 Transactions Not Severable. In no event shall this Agreement and the obligations hereunder be deemed severable.

2. CLOSING AND POST CLOSING TRANSACTIONS.

Subject to the fulfillment of the conditions precedent specified in Articles 7 and 8, the transactions contemplated by this Agreement shall be consummated at a closing (the "Closing") as follows:

2.1 Closing Date. The Closing shall be held at 10:00 a.m. local time at the offices of Robert J. Sant, at 762 Brooks Avenue, Rochester, New York 14619 on the last to occur of (i) two business days after the satisfaction of all of the conditions precedent set forth in Articles 7 and 8, and (ii) such other date and time as the parties hereto shall agree (such date and time being herein referred to as the "Closing Date").

2.2 Closing Deliveries of Sellers. On the Closing Date, Sellers or Company, as applicable, shall execute and deliver to Purchaser, in form and substance reasonably satisfactory to counsel for Purchaser, the following:

(a) Stock certificates representing the Shares duly endorsed to Purchaser, accompanied by duly executed and witnessed stock powers transferring the Shares to Purchaser, which stock powers shall be duly executed by Sellers, and any other documents that are necessary to transfer to Purchaser good and valid title to the Shares.

(b) All minute books, stock record books and corporate books and records of Company.

(c) A certificate of the Secretary of Company, dated the Closing Date, in form and substance satisfactory to Purchaser: (i) attaching the current articles of incorporation or articles of organization of Company, and all amendments thereto, certified by the New York Department of State; (ii) attaching a copy of the bylaws of Company, and certifying to the absence of any amendments thereto; and (iii) attaching resolutions authorizing the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and certifying to the effectiveness thereof and the absence of any amendments thereto.

(d) Duly executed resignations of (i) Sellers with respect to all positions held by each of them as employees, officers or directors of Company, including as authorized signatories to any Company bank account, and (ii) all other officers and directors of Company and authorized signatories to any Company bank account, in each case effective as of the Closing and otherwise in form and substance satisfactory to Purchaser.

(e) Certificates as to the good standing of Company issued within ten (10) days prior to the Closing Date by the appropriate governmental authorities within each jurisdiction where Company is organized or qualified to do business as a foreign entity.

(f) Evidence that Sellers have, at Sellers' expense, obtained the release of all Encumbrances on the Shares, and any of the assets of Company, including any related UCC filings, and a release of any rights such lien holder may have against Purchaser, the Shares, Company or the assets of Company.

(g) All user identification codes, passwords, security codes, and other information requested by Purchaser to change physical and/or electronic access privileges to all tangible and intangible assets of Company.

(h) Duly executed and completed form TP-584 in connection with the Real Property.

(i) Duly executed written consent of the board of directors and the shareholders of Company ratifying, confirming and approving all acts taken by Company, the shareholders, board of directors and officers of Company, from the date of approval of Company's Articles of Incorporation to the Closing Date.

(j) All other documents and instruments reasonably necessary to consummate the transactions contemplated hereby.

(k) All documents and instruments required to be delivered to Purchaser under Article 7.

(l) A certificate from Sellers dated as of the Closing Date that the conditions set forth in Section 7.1, 7.2 and 7.5 below have been satisfied.

2.3 Closing Deliveries of Purchaser. On the Closing Date, Purchaser shall execute and deliver to Sellers in form and substance reasonably satisfactory to counsel for Sellers the following:

(a) The Purchase Price by wire transfer of same day funds.

(b) All documents and instruments required to be delivered to Sellers under Article 8.

(c) Copies of resolutions of Purchaser authorizing the execution and delivery by Purchaser of this Agreement and all other documents reasonably necessary to consummate the transactions contemplated hereby.

3. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF COMPANY AND SELLERS.

As an inducement to Purchaser Group to enter into this Agreement and to consummate the transactions contemplated herein, Company and Sellers represent and warrant to Purchaser Group and agree as follows:

3.1 Organization of Company; Capitalization.

(a) Company is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full corporate power to own property and conduct the business presently being conducted by it. Company is not and is not required to be qualified or registered to conduct business under the laws of any other state or jurisdiction. Company does not own, directly or indirectly, any equity interest in any other entity and has never owned, directly or indirectly, any equity interest in any other entity. Company has not merged or otherwise combined with any other entity.

(b) The authorized capital stock of Company consists of 200 shares of common stock, no par value, of which 100 shares are currently issued and outstanding. The Shares comprise the only securities of Company of any kind or nature which are currently issued and outstanding and which will be issued and outstanding as of the Closing, including any securities convertible or exchangeable into shares of capital stock or other securities. The Shares are fully paid and non-assessable and were issued in compliance with all laws, including all applicable state, federal and foreign securities laws, and not in violation of any preemptive rights. There are no outstanding powers of attorney executed by any Seller that would affect any Seller's ability to transfer any of the Shares to Purchaser.

(c) Each Seller is the legal and beneficial owner and the holder of record of, and has good and marketable title to, all of the issued and outstanding Shares set forth opposite such Seller's name on Schedule 1.1(a), free and clear of all Encumbrances. Delivery of the Shares to Purchaser as provided in this Agreement will vest in Purchaser good and marketable title to the Shares, free and clear of all Encumbrances.

(d) There are no agreements of any kind or nature related to the issuance, transfer, sale or other disposition of any of the Shares or any other securities of Company, including any options, warrants, subscriptions, rights, calls or other commitments or agreements relating thereto, and neither the Shares, nor any other securities of Company, are subject to any proxies, voting agreements, voting trusts or other similar arrangements which affect the rights of holder(s) to vote such securities, nor are any stockholder agreements, restricted stock purchase agreements, preferred stock purchase agreements, warrant purchase agreements, stock issuance agreements, stock option agreements, rights of first refusal or other similar agreements currently existing with respect to such securities which in any manner would affect the title of any holder(s) to such securities or the rights of any holder(s) to sell the same free and clear of all Encumbrances.

3.2 Authority. The execution, delivery and performance of this Agreement by Seller Group has been duly authorized and approved by all requisite action on the part of each member of Seller Group, and neither the execution nor the delivery of this Agreement, nor the consummation of the transactions contemplated hereby nor compliance with or fulfillment by the members of Seller Group of the terms and provisions of this Agreement will (a) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under the certificate of incorporation or by-laws of Company, or any instrument, agreement, mortgage, lease, judgment, order, award, decree or other instrument or restriction to which any member of Seller Group is party or by which any member of Seller Group is bound, (b) require any affirmative approval, consent or authorization of any court, governmental authority or regulatory body or of any creditor of any member of Seller Group or any other person, or (c) give any party any rights under any instrument, agreement, mortgage, judgment, order, award, decree or other restriction referred to in subsection (a) above. Each member of Seller Group has full power and authority to do and perform all acts and things required to be done by it under this Agreement. Seller Group will cause all acts and other proceedings required to be taken by or on the part of any member of Seller Group to carry out this Agreement and such other agreements and instruments as are contemplated hereby and the transactions contemplated hereby and thereby to have been duly and properly taken on or prior to the Closing Date. This Agreement constitutes, and such other agreements and instruments, when duly executed and delivered by Seller Group will constitute valid and binding obligations of each member of Seller Group enforceable in accordance with their respective terms.

3.3 Non-Contravention. The execution, delivery and performance of the obligations of Seller Group under this Agreement does not, to the best of each member of Seller Group's knowledge, cause a violation of any applicable law, rule, regulation or order of any governmental authority or result in the breach of a material agreement, mortgage, lien or other contractual document by which any member of Seller Group is bound or affected.

3.4 Litigation. There is no litigation or claim pending or threatened against any Seller or Company.

3.5 Books and Records; Financial Statements; Undisclosed Liabilities.

(a) The books of account and records of Company are true and correct in all material respects, and reflect items of income and expense and all assets and liabilities and accruals required to be reflected therein in accordance with GAAP.

(b) The Financial Statements (i) were derived from the books and records of Company, (ii) fairly present the financial condition and results of operations of Company as of and at the dates and as of and for the periods indicated therein, (iii) include all costs and expenses incurred by Company to operate the business including costs associated with property management, landscaping, trash removal, snow removal and accounting services, and (iv) have been prepared in accordance with GAAP.

(c) Company has no debt, loss, damage, adverse claim, fine, penalty, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise), arising out of transactions or events entered into prior to the Closing, or any action or inaction, or any state of facts existing, with respect to or based upon transactions or events occurring prior to the Closing, except those which (i) are reflected in the Financial Statements described in subsections (d)(i) or (ii) of this Section 3.5 (to the extent that they are of the nature required to be disclosed in a balance sheet prepared in accordance with GAAP), or (ii) have arisen after the date of the Financial Statements described in subsections (d)(i) or (ii) of this Section 3.5 in the ordinary course of business and do not relate to breach of contract, breach of warranty, tort, infringement, violation of law, or any environmental liability.

(d) "Financial Statements" means, collectively, (i) the audited balance sheets of Company as of each of December 31, 2014, December 31, 2013 and December 31, 2012, together with the related audited statements of income, retained earnings, and cash flows of Company for the periods then ended (including the notes thereto and any other information included therein), (ii) the internally prepared, unaudited balance sheet of Company as of October 31, 2015 and the related unaudited statements of income, retained earnings, and cash flows of Company for the nine month period ending October 31, 2015, each of which is attached hereto as

Schedule 3.5(d), and (iii) the internally prepared, unaudited balance sheet of Company as of the Closing Date and the related unaudited statements of income, retained earnings, and cash flows of Company for the period then ended (the "Closing Date Financials") .

(e) "GAAP" means United States generally accepted accounting principles, consistently applied, as in effect from time to time, and as interpreted or modified by Company's past practices as reflected in the Financial Statements and Schedule 3.5(d).

3.6 Taxes. Company has filed any and all reports or tax returns that may be required by any law or regulation of any jurisdiction to be filed, and all such reports and returns are true and correct in all material respects. Company has duly paid or accrued on its books of account all taxes, duties and charges pursuant to such reports and returns or which have been assessed against Company or which Company is obligated to withhold from amounts owing to any employee. No taxing authority has indicated to Company any intent to conduct an audit or other investigation or assert any unresolved deficiencies with respect to tax liabilities of Company for any period, and Company has not waived any statute of limitations in respect of federal, state or local taxes or agreed to any extension of time with respect to an assessment or deficiency with respect to such taxes.

3.7 Assets; Real Property; No Mechanics Liens. Company has (or will have as of the Closing Date) good title to all of its assets (excluding the Real Property), free and clear of all liens, restrictions, leases, rights, options, pledges, encumbrances, conditional sales agreements, security interests, title retention devices, or charges of any kind. Company does not own or have any right, title or interest in any real property other than the parcels of real property and the real property rights set forth on Schedule 3.7 together with all improvements thereon (the "Real Property"), and has (or will have as of the Closing Date) good and marketable title to the Real Property, free and clear of all liens, restrictions, leases, rights, options, pledges, encumbrances, conditional sales agreements, security interests, title retention devices, or charges of any kind other than Permitted Exceptions. All bills and claims for labor performed or materials furnished to or for the benefit of the Real Property for the period prior to the Closing Date have been (or prior to the Closing Date will be) paid in full and there are (and will on the Closing Date be) no mechanic's liens or materialmen's liens (whether or not perfected) on or affecting the Real Property.

3.8 Compliance with Laws. Company has complied in all material respects with all applicable statutes, ordinances, orders, rules or regulations promulgated by any governmental authorities, including, without limitation, any thereof relating to wages, hours, hiring, promotion, retirement, working conditions, air, water, solid or liquid waste pollution, nondiscrimination, health, safety, pensions, benefits, the production, processing, advertising and sales of products, trade regulation, antitrust, warranties or control of foreign exchange and Company has not received notice of or has any knowledge of any sort of alleged violation of any such statute, ordinance, order, rule or regulation.

3.9 Leases and Contracts. There has not been an event of default under any lease, contract, mortgage, promissory note, evidence of indebtedness or other agreement which would have a material adverse effect on Company.

3.10 Permits. Each of Company has all permits, licenses, franchises, privileges, approvals, qualifications, registrations, certificates and other authorizations and similar rights granted by or obtained from any individual, entity or local, state or federal governmental authority or agency (collectively, "Permits") which are necessary for the ownership of the Shares, assets or operation of Company, all such Permits have been duly and lawfully secured or made and are in full force and effect, there is no proceeding pending, or, to the knowledge of any Seller or Company threatened to revoke, suspend, withdraw or terminate any such Permit, each Seller and Company is in compliance in all material respects with all Permits, each Seller and Company has fulfilled and performed its material obligations under each Permit, and there is no material breach or default under any such Permit.

3.11 Employee Matters. Company (a) is not and never has been a party to a collective bargaining agreements, retained union benefit plans or retained non-union benefit plans, and (b) does not have and never has had any obligations to any "multi-employer plan", as such term is defined in Section 3(37) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or to any "multiple employer plan", as such term is defined in proposed Department of Labor Regulations 2530.209-3 (any such multi-employer or multiple employer plan being hereinafter a "Multi-employer Plan"), for any liability under Title IV of ERISA, including any secondary liability to any Multi-employer Plan. Company does not have and never has had any employees.

3.12 Finder's Fees. No act of Sellers or Company has given or will give rise to any valid claim against any member of Purchaser Group for a brokerage commission, finder's fee or other like payment by a member of Purchaser Group or Company with respect to the transactions contemplated by this Agreement, it being expressly agreed that Sellers shall pay and discharge its and Company's contractual liability with respect thereto, but shall not assume any such liability incurred by any member of Purchaser Group.

3.13 Disclosure. Each Seller and Company has made the foregoing representations and warranties, and such other representations and warranties as may be set forth in this Agreement, or in connection therewith, in order to induce Purchaser Group to consummate the transactions contemplated by this Agreement. No such representation or warranty contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein not misleading with respect to the matters covered thereby, taken as a whole.

4. REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF PURCHASER.

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated herein, Purchaser Group hereby represents and warrants to Sellers and agrees as follows:

4.1 Organization of Company. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York and has full power to own property and conduct the business presently being conducted by it.

4.2 Authority. The execution, delivery and performance by Purchaser Group of this Agreement have been duly authorized and approved by all requisite action on the part of Purchaser Group, and neither the execution nor the delivery of this Agreement nor the consummation of the transactions contemplated hereby or thereby, nor compliance by Purchaser Group with or fulfillment by Purchaser Group of the terms and provisions of this Agreement will, in any respect which would be grounds for a third party to sue to restrain or prohibit the Closing, (a) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under any instrument, agreement, mortgage, judgment, lease, order, award, decree or other instrument or restriction to which any of them is a party or by which any of them is bound, (b) to Purchaser Group's knowledge, except for the Required Permits (as defined below), require any affirmative approval, consent or authorization of any court, governmental authority or regulatory body or of any creditor of Purchaser Group or any other person, or (c) give any party any rights under any instrument, agreement, mortgage, judgment, order, award, decree or other restriction referred to in subsection (a) above, except as a result of the financing contemplated in Section 7.7 of the Asset Purchase Agreement. Purchaser Group has full power and authority to do and perform all acts and things required to be done by them under this Agreement. Purchaser Group will cause all acts and other proceedings required to be taken by or on the part of Purchaser Group to carry out this Agreement and such other agreements and instruments as are contemplated hereby and the transactions contemplated hereby and thereby to have been duly and properly taken on or prior to the Closing Date. This Agreement constitutes, and such other agreements and instruments, when duly executed and delivered by Purchaser and/or Purchaser Members, as applicable, will constitute, valid and binding obligations of Purchaser and/or Purchaser Members, as applicable, enforceable in accordance with their respective terms, except as limited by laws affecting creditors' rights generally and by the discretion of a court to order specific performance.

4.3 Non-Contravention. The execution, delivery and performance of the obligations of Purchaser Group under this Agreement does not, to the best of Purchaser Group's knowledge, cause a violation of any applicable law, rule, regulation or order of any governmental authority or result in the breach of a material agreement, mortgage, lien or other contractual document by which Purchaser or a Purchaser Member is bound or affected.

4.4 Litigation. There is no litigation or claim pending or threatened against Purchaser or Purchaser Members which would affect Purchaser Group's ability to close the transaction contemplated herein.

4.5 Finders. No act of Purchaser Group has given or will give rise to any valid claim against Sellers for a brokerage commission, finder's fee or other like payment by Sellers with respect to the transactions contemplated by this Agreement, it being expressly agreed that each party shall pay and discharge its own contractual liability with respect thereto, but shall not assume any such liability incurred by the other.

4.6 Disclosure. Purchaser Group has made the foregoing representations and warranties, and such other representations and warranties as may be set forth in this Agreement in order to induce Sellers to consummate the transactions contemplated by this Agreement. No such representation or warranty contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein not misleading with respect to the matters covered thereby, taken as a whole.

5. COVENANTS.

The parties covenant and agree as follows:

5.1 Permits, Approvals and Consents. Purchaser Group will use their commercially reasonable efforts to acquire all necessary Permits and all necessary consents of all third parties, if any, to the end of expediting consummation of the transactions contemplated herein. Within five business days after the date hereof, Sellers shall provide to Purchaser Group a complete list and copies of all Permits which Company has on the date hereof or which are necessary for the ownership or operation of Company in the same manner as Company is operated on the date hereof (collectively, the "Required Permits"). As soon as practicable after the date hereof, Company will produce and provide or make available to Purchaser Group or the applicable governmental agency or third party all information in its possession or under its control that is necessary for Purchaser Group to complete and file applications for the Required Permits. Without limiting the foregoing, the parties shall cooperate in the preparation, filing and prosecution of a joint petition to the New York Public Service Commission ("PSC Petition") for approval of the sale of Company from Sellers to Purchaser ("PSC Approval"), which, for the avoidance of doubt, is one of the Required Permits.

5.2 Preserve Accuracy of Representations and Warranties. Each of the parties hereto shall refrain from taking any action that would render any representation or warranty contained in Articles 3 and 4 inaccurate as of the Closing Date. Sellers and Company will promptly notify Purchaser of any material change in the operation of Company, including, without limitation, all lawsuits, claims, proceedings and investigations that may be threatened, brought, asserted or commenced against Sellers or Company (a) involving the transactions called for by this Agreement or (b) that might have a material adverse impact on Purchaser, Company or the Shares to be sold hereunder.

5.3 Preserve Assets. Prior to the Closing Date, Sellers shall and shall cause Company to use their commercially reasonable efforts to maintain Company intact in accordance with past practices and sound business judgment, to continue to meet the contractual obligations incurred by Company in the ordinary course of business and to pay all of its obligations as they mature in the ordinary course of business, to preserve the good relations of the suppliers, customers, employees and others with whom Company has business relations, and to maintain Company's current insurance policies in place with the existing coverages.

5.4 Make No Material Change in Company. Prior to the Closing Date, Company shall not and Sellers shall cause Company not to, without the written consent of Purchaser, (a) make any change in its certificate of incorporation or by-laws, (b) enter into any contract, license, franchise or commitment other than in the ordinary course of business (consistent with the past practice of Company) or as contemplated by this Agreement, (c) change its credit policy as to sales of inventories or collection of receivables, (d) enter into any merger or consolidation, (e) sell, assign, transfer, or dispose of any asset, property or right, (f) permit any mortgage, lien, lease, easement, reservation, limitation, covenant, condition, restriction, purchase option, or other encumbrance to be placed upon the Real Property, the other assets of Company or the Shares, (g) dissolve or liquidate, (h) issue any equity in Company or grant any equity-related performance awards or bonuses to any person, (i) make any loans, advances or capital contributions to, or investments in, any person, (j) assume, guarantee, endorse or otherwise become liable or responsible for the liabilities of any other person, incur or assume and debt, adopt, approve or enter into any employee benefit plan or employment contract with or for any person, (k) hire or, other than for cause, terminate any manager, consultant or employee, (l) settle or agree to settle any claim or proceeding, (m) forgive any loans made by Company, (n) take any action that would result in a change in the business or business practices of Company, or (o) agree to do any of the foregoing.

5.5 No Solicitation of Other Offers. Sellers and Company agree that, prior to the Closing Date and without the written consent of Purchaser, they will not (i) solicit from, discuss or negotiate with any other person any offer, inquiry or proposal with respect to the sale or other disposition of (a) any of the Shares, (b) the assets of Company, or (c) any merger involving Company, will promptly notify Purchaser of any such offer, inquiry or proposal that any of Sellers or Company receives, or (ii) enter into or agree to enter into any transaction with any other person with respect to any such sale or other disposition.

5.6 Real Property Covenants.

(a) Existing Real Property Documents. Sellers shall or shall cause Company to deliver or make available to Purchaser for inspection, no later than five days following the date of this Agreement: (i) any engineering plans and reports, insurance policies, environmental reports and permits, the Offering Plan, any unrecorded leases or other possession agreements, and land use and zoning and other governmental approvals relating to the Real Property that are in Sellers' or Company's possession or control; (ii) any title abstracts, searches, commitments, insurance policies, or other title work regarding the Real Property in Sellers' or Company's possession or control (collectively, the "Title Searches"), and (iii) any survey maps of the Real Property in Sellers' or Company's possession or control (collectively, the "Survey"). Sellers and Company hereby grant Purchaser access to the Real Property to conduct, at Purchaser's expense, any updated survey work that Purchaser deems desirable.

(b) Costs and Adjustments. Sellers shall pay for any state and local transfer and recordation taxes and fees and any fees incurred for recording any title curatives. Purchaser shall pay the premium for the Title Policy (as defined below). All real property taxes and assessments for the Real Property shall be prorated and adjusted between Sellers and Purchaser as of the Closing Date.

(c) Purchaser's Review of Title. On or prior to the closing under the Asset Purchase Agreement, Purchaser may, at its option, deliver to Sellers a written notice (the "Title Notice") specifying those title matters of which Purchaser disapproves (collectively, the "Title Exceptions"). Except for Monetary Objections (as defined below), all matters revealed in the Title Searches and Survey (as such Survey may be updated by Purchaser at its cost) that are not disapproved by Purchaser in the Title Notice shall be deemed "Permitted Exceptions." Sellers shall notify Purchaser, within five (5) business days after receipt of the Title Notice, whether or not Sellers will cure the Title Exceptions specified therein. If Sellers are unable or unwilling to eliminate or cure all such Title Exceptions, except Monetary Objections as required below, which Monetary Objections Sellers are obligated to cure, and provided that Purchaser shall not thereafter waive such disapproved matters (in which case such matters shall then be deemed Permitted Exceptions), then (a) Purchaser shall have the right, at its option, to terminate this Agreement at any time prior to the closing under the Asset Purchase Agreement by delivering written notice thereof to Sellers, and (b) following written notice from Purchaser indicating that it has elected not to waive such disapproved matters, Sellers shall have the right, at their option, to terminate this Agreement at any time prior to the closing under the Asset Purchase Agreement by delivering written notice thereof to Purchaser, whereupon the occurrence of any such termination the parties shall be relieved of any further liability hereunder (except that Purchaser's obligations under section 6.2(b) below shall survive any such termination). Notwithstanding the foregoing, Sellers shall be obligated to cure any objections to title set forth below prior to the closing under the Asset Purchase Agreement, notwithstanding whether such objections are set forth in the Title Notice (collectively, "Monetary Objections"): (i) all mortgages, deeds of trust, or other security instruments affecting the Real Property; (ii) all past due ad valorem taxes and past-due assessments of any kind constituting (or which may constitute) a lien against the Real Property; (iii) all mechanics', materialmen's, or similar liens; and (iv) all judgments which have attached to and become a lien against the Real Property. Notwithstanding any provision to the contrary, Purchaser shall have the continuing right to accept the Real Property based on title in whatever state it may be without any reduction in the Purchase Price. In addition, if there are any Monetary Objections that Sellers fail to cure, Purchaser, at Purchaser's option, may cure such Monetary Objections by use of a portion of the Purchase Price and deduct the cost of such cure from the Purchase Price at Closing.

5.7 Closing Costs. Each party shall bear its own costs and expenses, including attorneys' fees, in connection with the negotiation, review, execution and consummation of this Agreement; provided, however, that all such costs and expenses incurred by Company shall be paid by Sellers on or prior to the Closing Date.

5.8 Post-Closing Services. The parties acknowledge that the customers currently receiving service from Company at the addresses set forth on Schedule 5.8 may not be within the currently authorized service area of Company. Notwithstanding such circumstance, Company will continue to provide service to each such address upon the same terms and conditions, including rates, that it provides service to customers within the authorized service area unless and until a governmental entity restrains, enjoins or otherwise prohibits Company from providing such service to such customer or such customer fails to meet the requirements for continued service for reasons other than such customer's address being outside the authorized service area of Company. Any petition or application by Company to amend the authorized service area shall include the addresses set forth on Schedule 5.8.

5.9 Post-Closing Cooperation. From and after Closing, Sellers agree to cooperate with and assist Purchaser Group (without material expense or inconvenience to any of Sellers), in Purchaser's efforts to establish customer and vendor contacts and business relationships with such customers, vendors and third parties and to otherwise ensure that Purchaser succeeds to, enjoys and receives the benefit of the customer, vendor and business relationships established by Sellers with such customers, vendors and other third parties.

5.10 Non-Competition. Each Seller agrees that he will not, for a period of five (5) years from the Closing Date, directly or indirectly engage in, direct the business of, associate with, loan money to, finance, assist in financing, employ or enter into the employment of, act as agent for, consult with, give advice to or otherwise render any services to, any person, business or entity or own any interest in any entity which directly or indirectly competes with Company; provided, however, that Greg M. Mulhern's employment by Purchaser or Company shall not constitute a violation of this provision.

The parties hereto acknowledge that Purchaser Group may be irreparably damaged in the event that the provisions in this Section 5.10 are not specifically enforced, and that money damages alone will be insufficient to compensate Purchaser for its resulting losses. Therefore, should any dispute or controversy arise hereunder, an injunction may be issued restraining Company from violating the provisions hereof, or taking or engaging in any other action in violation of any of the terms hereof pending the determination of such dispute or controversy. Purchaser shall be entitled to its reasonable attorneys' fees and reimbursement of its costs and expenses in the event it obtains a preliminary or permanent injunction or a decree of specific performance against any of Sellers to enforce the provisions of this Section.

A determination by a court of competent jurisdiction that one or more of the provisions of this Section 5.10 are invalid or unenforceable in any respect shall not impair the provisions of remainder of this Agreement not so affected. The parties agree that in such event, such court shall be and hereby is authorized and directed to reform such invalid or unenforceable provision, including without limitation any provision with respect to scope or duration of this Agreement, to provide for its effectiveness in accord with the law of the State of New York. Notwithstanding the foregoing, in the event any Seller in any legal proceeding challenge the validity or enforceability of this Section 5.10, Purchaser's obligations to make payments hereunder shall immediately terminate, and in such event, and each Seller, jointly and severally, further agrees to pay and reimburse to Purchaser Group any sums paid and received by Sellers hereunder, including without limitation the Purchase Price, without further notice or demand.

6. INFORMATION AND RECORDS CONCERNING COMPANY.

6.1 Purchaser's Access to Information and Records Before Closing. Upon reasonable notice to Company, Company will and Sellers will cause Company to furnish to Purchaser Group during regular business hours throughout the period prior to the Closing Date all books, contracts, commitments, customer lists and records of Company as Purchaser Group may request. Prior to the closing of the Asset Purchase Agreement, Purchaser Group shall not be allowed to contact the employees, suppliers, or customers of Company or any other person involved in Company, unless Purchaser obtains Sellers' prior consent to such contact, which consent shall not be unreasonably withheld and which consent is hereby granted in respect of Greg Mulhern.

6.2 Confidentiality.

(a) Sellers acknowledge that all business information, documents and records regarding the operation of Company prior to the Closing Date, including without limitation the customer and vendor lists and records, properties, financial condition, products, purchasing, pricing, and selling techniques, and trade secrets and other information pertaining thereto, constitute proprietary and confidential information and that on and after the Closing Date, any such information, documents and records shall be the property of Company. From and after the Closing Date, Sellers agree to protect and preserve as confidential and proprietary to Purchaser all such business information, documents and records, and shall not use, sell, disclose or divulge the same.

(b) If, for any reason, the transactions contemplated herein fail to close, Purchaser Group will hold as confidential all information concerning Company's business, properties, financial condition, products, purchasing, pricing, and selling techniques, and trade secrets. All documents containing or relating to such information shall be and remain the sole and exclusive property of Company and Purchaser Group will promptly return to Company any such documents, including all copies and duplicates thereof upon the termination of this Agreement if it fails to close.

6.3 Sellers' Access to Information and Records After Closing. After Closing, upon reasonable notice to Purchaser, Purchaser will furnish to Sellers, on a need to know basis, during regular business hours all books, contracts, commitments, and records, related to Company as Sellers may, in good faith, require in connection with (a) defending any suit or other claim against Sellers, or (b) preparation of Sellers' tax returns or financial statements, provided that the same shall be kept and maintained by Sellers as confidential.

7. CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER.

The obligations of Purchaser under this Agreement shall be subject to the satisfaction, on or prior to the Closing Date, of all of the following conditions, any of which may be waived by Purchaser:

7.1 No Misrepresentation or Breach of Covenants and Warranties. All representations and warranties of Sellers and Company in this Agreement shall be deemed to have been made again at and as of the Closing Date and shall then be true and correct in all material respects (provided that for purposes of this Section 7.1 only, all representations and warranties of Sellers and Company contained in this Agreement that are qualified by reference to "material," "materiality," "material adverse effect," "material adverse change," or similar term, shall be deemed to have been made without giving effect to such qualifiers), and there shall have been no breach by any of Sellers or Company in the performance of any of their covenants or obligations herein.

7.2 Absence of Certain Changes; Damage to Assets. There shall not have occurred prior to the Closing, nor shall there be threatened or imminent, (a) any material loss, damage, or destruction of the assets of Company, (b) any material adverse change in the assets of Company or Company's business, or (c) the legal impairment of any Seller's ability to convey, assign and transfer to Purchaser any of the Shares. In the event of any such loss, damage, destruction, change or inability to convey, assign or transfer any of the Shares, Purchaser may, at its election, terminate this Agreement forthwith without any liability of any member of Purchaser Group to Sellers or Company. In the event of any loss, damage, destruction, or change which is not material, the purchase and sale of the Shares shall be consummated as though such loss, damage, destruction, or change had not occurred but Purchaser shall be entitled to an adjustment in the Purchase Price in an amount equal to the cost to Purchaser of restoring or replacing the asset damaged or destroyed or the amount of the loss.

7.3 Litigation Affecting Closing. No suit, action or other proceeding shall be pending or threatened by or before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

7.4 Legislation. No statute, rule, regulation or order shall have been enacted, entered or deemed applicable by any domestic or foreign government or governmental or administrative agency or court which would make the transactions contemplated by this Agreement illegal or otherwise prevent the consummation thereof or which would otherwise materially adversely affect the operation of Company or the employment of the business of Company in the hands of Purchaser in the manner currently employed by Sellers.

7.5 Performance by Sellers and Company. Sellers and Company shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed and complied with by them prior to or on the Closing Date.

7.6 Required Permits. Purchaser shall have obtained all Required Permits or, except with respect to PSC Approval (which approval must be obtained prior to Closing), shall have entered into an interim services, operating or other agreement with one or more of Sellers on terms and conditions acceptable to Purchaser and Sellers which, in compliance with all applicable laws, (a) enables Purchaser to own and operate Company in the same manner as Sellers own and operate Company on the date hereof and (b) provides Purchaser with all of the economic benefits of owning and operating Company from and after the Closing Date.

7.7 Title Policy. On or prior to the closing under the Asset Purchase Agreement, Purchaser shall have obtained from Purchaser's title company a commitment to issue on the Closing Date, upon the sole condition of the payment by Purchaser of its regularly scheduled premium, its standard most recent form of ALTA owner's policy of title insurance (the "Title Policy"), insuring that fee simple title to the Real Property will as of the Closing Date be vested of record in Company, subject to no exceptions other than the Permitted Exceptions, and insuring any appurtenant easements benefitting the Real Property and providing affirmative insurance to Company for any easements encumbering the Real Property, all on terms reasonably acceptable to Purchaser.

7.8 Debt. All debt of Company shall have been paid, discharged, or satisfied in full, except to the extent provided for in the adjustment to the Purchase Price set forth in Section 1.1(b)(ii)(B)(1).

7.9 Cash in Bank Accounts. Sellers shall have provided evidence to Purchaser that Company has cash in its bank accounts as of the Closing sufficient to cover all outstanding transactions, including without limitation checks written but not yet cleared.

7.10 Purchase of Certain Assets and Stock in Sewer Corporation. The closing shall have been consummated under the (a) Asset Purchase Agreement and (b) the Stock Purchase Agreement, dated the date hereof, by and between Bristol Sewerage Disposal Corporation, Sellers and Purchaser Group (the "Sewer SPA").

8. **CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS.**

The obligations of Sellers under this Agreement shall be subject to the fulfillment, on or prior to the Closing Date, of the following conditions, any of which may be waived by Sellers:

8.1 No Misrepresentation or Breach of Covenants and Warranties. All representations and warranties of Purchaser Group in this Agreement shall be deemed to have been made again at and as of the time of the Closing and shall then be true and correct in all material respects, and there shall have been no breach by Purchaser Group in the performance of any of its obligations herein and therein.

8.2 Litigation Affecting Closing. No suit, action or other proceeding shall be pending or threatened by or before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

8.3 Legislation. No statute, rule, regulation or order shall have been enacted, entered or deemed applicable by any domestic or foreign government or governmental or administrative agency or court which would make the transactions contemplated by this Agreement illegal or otherwise prevent the consummation thereof.

8.4 Performance by Purchaser. Purchaser Group shall have performed and complied in all material respects, with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Closing Date.

8.5 Purchase of Certain Assets and Stock in Sewer Corporation. The closing shall have been consummated under the (a) Asset Purchase Agreement and (a) Sewer SPA.

8.6 Required Permits. Purchaser shall have obtained all Required Permits or, except with respect to PSC Approval (which approval must be obtained prior to Closing), shall have entered into an interim services, operating or other agreement with one or more of Sellers on terms and conditions acceptable to Purchaser and Sellers which, in compliance with all applicable laws, (a) enables Purchaser to own and operate Company in the same manner as Sellers own and operate Company on the date hereof and (b) provides Purchaser with all of the economic benefits of owning and operating Company from and after the Closing Date.

9. **INDEMNIFICATION.**

9.1 Survival of Representation and Warranties. Each representation and warranty made in this Agreement and in the exhibits, schedules, certificates and other ancillary documents delivered or to be delivered pursuant to this Agreement shall survive the Closing Date for a period of two (2) years following Closing Date, except for the representation and warranties in Sections 3.1 (Organization of Company; Capitalization), 3.2 (Authority), 3.6 (Taxes), 3.8

(Finders), 4.1 (Authority) and 4.6 (Finders) which shall survive the Closing Date for the applicable statute of limitations plus sixty days; provided, however, that any claim that has been asserted in accordance with Section 9.2 which is pending on the date of the expiration of the applicable survival period, may continue to be asserted and shall be indemnified against until fully and finally resolved.

9.2 Sellers' Indemnification. Sellers, jointly and severally (provided, however, that any indemnification in respect of non-fulfillment of the covenants of Sellers set forth in Section 5.10 shall be several and not joint), agree to indemnify, defend and hold Purchaser Group and Company harmless at all times from and after the Closing Date against and in respect of:

(a) Any and all costs, losses, liabilities, damages, obligations or expenses (including reasonable attorney's fees), suffered, incurred or sustained by any member of Purchaser Group or Company as a result of or in connection with (i) any Seller Liabilities (as defined below); (ii) operation of Company prior to the Closing; or (iii) any actions brought by former or present shareholders of Company.

(b) Any and all costs, losses, liabilities, damages, obligations or expenses (including reasonable attorney's fees) suffered, incurred or sustained by any member of Purchaser Group or Company as a result of (i) the breach or failure of any representation or warranty of Sellers or Company in this Agreement; or (ii) non-fulfillment of any covenant or obligation on the part of Company or Sellers under this Agreement; or (iii) any misrepresentation in or omission from any certificate or other instrument furnished by Company or Sellers to Purchaser under this Agreement.

(c) For purposes of this Agreement, "Sellers Liabilities" means all liabilities, commitments and obligations of Sellers or Company of any nature whatsoever, whether previously, now or hereafter existing, due or to become due, known or unknown, absolute, accrued or contingent, or otherwise, accruing prior to the Closing, including, without limitation: (i) debt of Sellers or Company incurred prior to the Closing; (ii) taxes attributable to Sellers or Company or the Shares for any pre-Closing tax period, including taxes resulting from the transactions contemplated by this Agreement; (iii) liabilities, commitments and obligations of Sellers or Company to Purchaser arising out of or in connection with this Agreement or any other agreement, document, instrument or certificate executed or to be executed or delivered in connection herewith or with the transactions contemplated hereby and thereby; (iv) personal injury, death or property or economic damage arising out of or in connection with any products sold or installed or any service rendered, by or on behalf of Company prior to the Closing; (v) the presence or alleged presence of hazardous substances in any products sold, installed or distributed, or in connection with any service rendered, by or on behalf of Company prior to the Closing or located at the Real Property, provided that such hazardous substances were generated or released on, or transported onto the Real Property prior to the Closing; (vi) claims arising out of or in connection with the occupation of the Real Property prior to the Closing; (vii) litigation or claims involving Sellers or Company, or any officer, director, shareholder or employee thereof, arising out of events or omissions which occurred prior to the Closing; (viii) charges, complaints, actions, suits, proceedings, hearings or investigations of any governmental authority to which Sellers or Company is a party or which is pending as of the Closing; (ix) breach of any contract at or prior to the Closing by Sellers or Company, or by any of their respective officers, directors, employees, or affiliates, including without limitation liabilities or obligations relating to a breach caused by Sellers or Company relating to the failure of such person to obtain any consent, approval or waiver required in connection with the transactions contemplated by this Agreement; (x) any complaints, charges, claims, lawsuits, actions, investigations or proceedings brought by, or on behalf of, any current or former employee or independent contractor of Company based upon events occurring prior to the Closing; (xi) accounts payable or any other amounts owed by Company prior to the Closing; (xii) all liabilities or obligations resulting from (1) violation by Sellers or Company or any of their respective officers, directors, employees, or affiliates, of any laws prior to the Closing, or (2) facts, circumstances, events or conditions which exist prior to the Closing; and (xiii) liabilities, commitments or obligations relating to payroll, vacation, sick leave, workers' compensation, unemployment benefits, pension benefits, employee stock option or profit sharing plans, health care plans, retention, severance, or change in control or benefits, or any other employee plans or benefits of any kind for any employee or former employees of Company or individuals who were at any time associated with Company, including but not limited to, liabilities for funding of, contributions to, or for payment of benefits under any pension plan subject to the funding standards of Section 302 of ERISA or Section 412 of the Code, a "multiemployer plan" as defined in Section 3(37) of ERISA or Section 414(f) of the Code, a "multiple employer plan" within the meaning of Section 210(a) of ERISA or Section 413(c) of the Code, or a retiree health or life insurance or benefit program.

9.3 Purchasers' Indemnification. Purchaser Group, jointly and severally, agrees to indemnify, defend and hold Sellers harmless at all times from and after the Closing Date against and in respect of:

(a) Any and all costs, losses, liabilities, damages, obligations or expenses (including reasonable attorney's fees), suffered, incurred or sustained by Sellers as a result of (i) any Post-Closing Company Liabilities (as defined below), or (ii) operation of Company after the Closing.

(b) Any and all costs, losses, liabilities, damages, obligations or expenses (including reasonable attorney's fees) suffered, incurred or sustained by Sellers as a result of the (i) breach or failure of any representation or warranty of Purchaser in this Agreement; or (ii) non-fulfillment of any covenant or obligation on the part of Purchaser under this Agreement; or (iii) any misrepresentation in or omission from any certificate or other instrument furnished by Purchaser to Sellers under this Agreement.

(c) For purposes of this Agreement, "Post-Closing Company Liabilities" means all liabilities, commitments and obligations of Company of any nature whatsoever first accruing after the Closing, (1) including, without limitation: (i) debt of Company incurred after the Closing; (ii) taxes attributable to Company for any post-Closing tax period; (iii) liabilities, commitments and obligations of Purchaser Group to Sellers arising out of or in connection with this Agreement or any other agreement, document, instrument or certificate executed or to be executed or delivered by them in connection herewith or with the transactions contemplated hereby and thereby; (iv) personal injury, death or property or economic damage first arising out of or in connection with any products sold or installed or any service rendered, by or on behalf of Company after the Closing; (v) the presence or alleged presence of hazardous substances in any products sold, installed or distributed, or in connection with any service rendered, by or on behalf of Company after the Closing or located at the Real Property, provided that such hazardous substances were first generated or released on, or first transported onto the Real Property after the Closing; (vi) claims arising out of or in connection with the occupation of the Real Property after the Closing; (vii) litigation or claims involving Company, or any post-Closing officer, director, shareholder or employee thereof, arising out of events or omissions which first occurred after the Closing; (viii) charges, complaints, actions, suits, proceedings, hearings or investigations of any governmental authority to which Company becomes a party after the Closing with respect to facts or circumstances first occurring after the Closing; (ix) breach of any contract after the Closing by Company, or by any of its post-Closing officers, directors, employees, or affiliates; (x) any complaints, charges, claims, lawsuits, actions, investigations or proceedings brought by, or on behalf of, any post-Closing employee or independent contractor of Company based upon events first occurring after the Closing; (xi) accounts payable first arising or any other amounts first owed by Company after the Closing; (xii) all liabilities or obligations resulting from (1) violation after the Closing by Company or any of its post-Closing officers, directors, employees, or affiliates, of any laws, or (2) facts, circumstances, events or conditions which first exist after the Closing; and (xiii) liabilities, commitments or obligations relating to post-Closing payroll, vacation, sick leave, workers' compensation, unemployment benefits, pension benefits, employee stock option or profit sharing plans, health care plans, retention, severance, or change in control or benefits, or any other post-Closing employee plans or benefits of any kind for any individual who becomes an employee of or associated with Company after the Closing, including but not limited to, liabilities for funding of, contributions to, or for payment of benefits under any pension plan subject to the funding standards of Section 302 of ERISA or Section 412 of the Code, a "multiemployer plan" as defined in Section 3(37) of ERISA or Section 414(f) of the Code, a "multiple employer plan" within the meaning of Section 210(a) of ERISA or Section 413(c) of the Code, or a retiree health or life insurance or benefit program, in each case first adopted by Company after the Closing, but excluding (2) all liabilities, commitments and obligations of Company of any nature whatsoever suffered, incurred or sustained by any member of Purchaser Group or Company as a result of (A) the breach or failure of any representation or warranty of Sellers or Company in this Agreement; or (B) non-fulfillment of any covenant or obligation on the part of Company or Sellers under this Agreement; or (C) any misrepresentation in or omission from any certificate or other instrument furnished by Company or Sellers to Purchaser under this Agreement.

9.4 Limitations on Indemnification. The obligations of a party (herein an "Indemnitor") which or who is obligated to indemnify the other party under this Agreement (herein an "Indemnitee"), shall be (i) net of any insurance proceeds realized by and paid to the indemnitee in respect of such claim, (ii) net of any amounts recovered by the Indemnitee pursuant to any indemnification by or indemnification agreement with any third party and (iii) reduced by an amount equal to any tax benefits realized by the Indemnitee which are attributable to such claim. Except for a breach of Section 5.5 or 5.10, (a) no Indemnitee will be entitled to recover from an Indemnitor for any losses, costs, expenses or damages as to which indemnification is provided under this Agreement any amount in excess of the actual damages, court costs and reasonable attorney fees suffered by such party, and (b) the parties waive any right to recover consequential, special, punitive or exemplary damages arising in connection with or with respect to the indemnification provisions hereof.

Each Person entitled to indemnification hereunder will take all reasonable steps to mitigate all losses, costs, expenses and damages after becoming aware of any event which could reasonably be expected to give rise to any losses, costs, expenses or damages that are indemnifiable or recoverable hereunder. If an Indemnitor indemnifies an Indemnitee under this Agreement and the Indemnitee subsequently receives a recovery in respect of the matter indemnified against from a third party source, then such Indemnitee will promptly pay the amount of such recovery (up to the amount paid by such Indemnitor) to such Indemnitor. The aggregate amount of all losses for which Sellers shall be liable pursuant to Section 9.2(b)(i) shall not exceed $200,000 minus any amounts paid by Sellers to Purchaser Group or Company to satisfy Sellers indemnification obligations pursuant to Section 9.2(b)(i) of the Sewer SPA. The aggregate amount of all losses for which Purchaser Group shall be liable pursuant to Section 9.3(b)(i) shall not exceed $200,000 minus any amounts paid by any member of Purchaser Group to satisfy Purchaser Group's indemnification obligations pursuant to Section 9.2(b)(i) of the Sewer SPA.

Sellers shall have no right of contribution or other recourse against Company or its affiliates, assigns or successors for any claims asserted by Purchaser Group or Company under Section 9.2.

10. TAX MATTERS

10.1 Tax Returns.

(a) All tax returns for Company ending on or before the Closing Date, including without limitation for the year ended December 31, 2015 (the "Pre-Closing Year Tax Returns") shall be prepared and timely filed by Sellers and its representatives on behalf of Company, at the expense of Sellers, and Sellers shall be responsible for and shall pay any and all taxes shown as due and owing on, or otherwise payable in respect of, all Pre-Closing Year Tax Returns, or will have properly accrued on the Financial Statements a liability with respect to such taxes if governmental authorities do not impose a filing of such a tax return (in which case the amount of the accrual shall be a deduction to the Purchase Price as provide for in Section 1.1(b)(ii)(B)(3)). The Pre-Closing Year Tax Returns shall be prepared on a basis consistent with the prior tax returns of Company. Purchaser and Company shall cooperate with Sellers, providing all information reasonably requested by Sellers or its designated accountants in connection with the preparation of the Pre-Closing Year Tax Returns.

(b) Purchaser shall prepare or cause to be prepared any tax returns for Company for periods that begin before and end after the Closing Date, at the expense of Purchaser.

(c) Sellers shall not file or request or require Company to file (or request or require Purchaser to cause Company to file) any amended tax returns after the Closing Date with respect to any pre-Closing year or period without the consent of Purchaser.

10.2 Audit. If Company receives a notice of an intention of a tax authority to audit with respect to taxes for a period prior to the Closing Date, Purchaser shall notify Sellers promptly following Purchaser's receipt of the notice. If a Seller receives a notice of an intention of a tax authority to audit with respect to taxes for a period prior to the Closing Date, such Seller shall notify Purchaser promptly following receipt of the notice.

11. OTHER PROVISIONS.

11.1 Termination; Effect of Termination.

(a) This Agreement may be terminated prior to Closing by mutual written consent of Sellers and Purchaser or upon written notice to the other parties hereto as follows:

(i) at the election of Sellers or Purchaser if the Closing shall not have occurred by the close of business on the tenth day after a final order is issued by the New York State Public Service Commission in respect of the PSC Petition; provided that the terminating party is not in default of any of its obligations hereunder;

(ii) by Sellers or Purchaser if there shall be in effect a final non-appealable order of a governmental entity of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; provided, however, that the right to terminate this Agreement under this Section shall not be available to a party hereto if such order was primarily due to the failure of such party to perform any of its obligations under this Agreement;

(iii) by Purchaser if (A) Sellers shall have breached or failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement or if any representation or warranty of Sellers shall have become untrue, in either case such that the conditions set forth in Article 7 would not be satisfied and such breach or failure to perform is incapable of being cured or, if capable of being cured, shall not have been cured within thirty (30) days following receipt by Sellers of notice of such breach or failure to perform from the Purchaser, or (B) Purchaser shall have validly terminated the Asset Purchase Agreement and/or Sewer SPA pursuant to Section 11.1 thereof;

(iv) by Sellers if (A) Purchaser shall have breached or failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement or if any representation or warranty of Purchaser shall have become untrue, in either case such that the conditions set forth in Article 8 would not be satisfied and such breach or failure to perform is incapable of being cured or, if capable of being cured, shall not have been cured within thirty (30) days following receipt by Purchaser of notice of such breach or failure to perform from Sellers, or (B) Sellers shall have validly terminated the Asset Purchase Agreement and/or Sewer SPA pursuant to Section 11.1 thereof; or

(v) by Purchaser pursuant to Section 7.2.

(b) Procedure upon Termination. In the event of termination of this Agreement by Purchaser or Sellers, or both, pursuant to Section 11.1(a), this Agreement shall terminate, and the transactions contemplated hereby shall be abandoned, without further action by any of the parties hereto.

(c) Effect of Termination. In the event that this Agreement is validly terminated as provided herein, then each of the parties hereto shall be relieved of their duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to any party; provided, however, that the obligations of the parties set forth in Sections 5.7, 6.2(b), 11.1, 11.3, 11.8 and 11.12 shall survive any such termination and shall be enforceable hereunder; provided further, that nothing in this Section 11.3 shall relieve any party hereto of any liability for a breach of this Agreement prior to the effective date of any such termination.

11.2 Further Assurances. At its own expense, Sellers will, at such time and from time to time on and after the Closing Date, upon request by Purchaser, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, conveyances, powers of attorney and assurances that may be reasonably required for the better conveying, transferring, assigning, delivering, assuring and confirming to Purchaser, or to its respective successors and assigns, or for aiding and assisting in collecting or reducing to possession, the Shares sold hereunder or any or all of the properties and assets of Company.

11.3 Complete Agreement. This Agreement and the documents referred to herein shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings with respect to such subject matter.

11.4 Passage of Title and Risk of Loss. Legal title, equitable title and risk of loss with respect to the Shares and rights to be transferred hereunder shall not pass to Purchaser until the property or right is transferred at the Closing hereunder.

11.5 Waiver, Discharge, Etc. This Agreement may not be released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing signed on behalf of each of the parties hereto by their duly authorized representatives. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of either party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

11.6 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered or given by certified mail addressed, if to any member of Purchaser Group before or after the Closing or to Company after the Closing to:

Ms. Laura Cook
142 Chamberlain Road
Honeoye Falls, New York 14472

With a copy to:

Nixon Peabody LLP

ATTN: Lori B. Green, Esq.
1300 Clinton Square
Rochester, NY 14604

and if to Company or Sellers prior to Closing to:

Bristol Water-Works Corporation
ATTN: Greg M. Mulhern
5410 Seneca Point Road
South Bristol, New York 14424

and if to Sellers after Closing to:

South Bristol Resorts, LLC
ATTN: Robert J. Sant, Esq.
762 Brooks Avenue
Rochester, New York 14619

11.7 Public Announcement. Prior to Closing, neither party hereto shall issue any press release or public announcement or otherwise divulge the existence of this Agreement or the transactions-contemplated hereby without prior approval of the other party hereto except as and to the extent that such party shall be obligated by law or regulation, in which case the other party shall be so advised and the parties shall use their commercially reasonable efforts to cause a mutually agreeable release or announcement to be issued.

11.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

11.9 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns; provided that no assignment of this Agreement shall release any party from its obligations under this Agreement.

11.10 Execution in Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other party.

11.11 Titles and Headings. Titles, headings and references to articles or sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning of interpretation of this Agreement.

11.12 Benefit. Except as otherwise set forth herein or in any of the Exhibits or Schedules attached hereto and made a part hereof, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement; specifically, and without limitation, no rights as third party beneficiary or otherwise shall accrue, by reason of this Agreement, to any employee, collective bargaining unit or employee plan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMPANY:

BRISTOL WATER-WORKS CORPORATION

By: Greg Mu
Name: GREG MULHERN
Its: President

SELLERS:

____
David M. Flaum, Seller

____
E. Philip Saunders, Seller

____
Douglas G. Weins, Seller

Greg MM
Greg M. Mulhern, Seller

PURCHASER:

BRISTOL HARBOUR RESORT MANAGEMENT LLC

By: ______________________________
Name: Laura Cook, Member

By: ______________________________
Name: Todd Cook, Member

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMPANY:

BRISTOL WATER-WORKS CORPORATION

By:__________________________
Name:________________________
Its: President

SELLERS:

____
David M. Flaum, Seller

Philip Saunders

____
E. Philip Saunders, Seller

____
Douglas G. Weins, Seller

____
Greg M. Mulhern, Seller

PURCHASER:

BRISTOL HARBOUR RESORT MANAGEMENT LLC

By: ____________________________
Name: Laura Cook, Member

By: ____________________________
Name: Todd Cook, Member

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMPANY:

BRISTOL WATER-WORKS CORPORATION

By:________________________
Name:_______________________
Its: President

SELLERS:

____
David M. Flaum, Seller

____
E. Philip Saunders, Seller

____
Douglas G. Weins, Seller

____
Greg M. Mulhern, Seller

PURCHASER:

BRISTOL HARBOUR RESORT MANAGEMENT LLC

By: __________________________
Name: Laura Cook, Member

By: __________________________
Name: Todd Cook, Member

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMPANY:

BRISTOL WATER-WORKS CORPORATION

By:____________________________
Name:__________________________
Its: President

SELLERS:

____
David M. Flaum, Seller

____
E. Philip Saunders, Seller

____
Douglas G. Weins, Seller

____
Greg M. Mulhern, Seller

PURCHASER:

BRISTOL HARBOUR RESORT MANAGEMENT LLC

By: _______________________________
Name: Laura Cook, Member

By: _______________________________
Name: Todd Cook, Member

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMPANY:

BRISTOL WATER-WORKS CORPORATION

By:____________________________
Name:__________________________
Its: President

SELLERS:

____
David M. Flaum, Seller

____
E. Philip Saunders, Seller

____
Douglas G. Weins, Seller

____
Greg M. Mulhern, Seller

PURCHASER:

BRISTOL HARBOUR RESORT MANAGEMENT LLC

By: Laura Cook
Name: Laura Cook, Member

By: ____________________________
Name: Todd Cook, Member

PURCHASER MEMBERS:

Laura Cook

Laura Cook, individually

Todd Cook, individually

SCHEDULE 1.1(a)
CAPITALIZATION

SELLERS	SHARES
DAVID M. FLAUM	**36.3**
E. PHILLIP SAUNDERS	**36.3**
DOUGLAS WEINS	**22.4**
GREG M. MULHERN	**5.4**

SCHEDULE 3.7
REAL PROPERTY

Tax Map No.	Property Address	Acreage	Description
168.00-1-12.200	5500 Seneca Point Rd.	0.1	Water pipeline
168.19-1-16.000	5500 Spyglass Hill/5500 Seneca Point Rd.	0.46	Water pipeline
Total Acreage		0.47	
Total Parcels		2	

SCHEDULE 5.8
CERTAIN ADDRESSES

5410 Seneca Point Road - lodge tract westerly 7	Clubhouse
5400 Seneca Point Drive	Ronald Billitier
5402 Seneca Point Drive	Dan Hogan
5404 Seneca Point Drive	Greg Mulhern
5406 Seneca Point Drive	Phil Saunders
5408 Seneca Point Drive	5408SPD c/o G. Mulhern
5418 Seneca Point Road	David & Cecelia Danahar
5481 Seneca Point Road	Patricia Habben
5491 Seneca Point Road	Michael Oros DDS
5505 Seneca Point Road	Dale Stoker