

ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION CONTRACT (this “Assignment”) is entered into to be effective as of April 1, 2023 (“Effective Date”), by and among Midwest Water Operations, LLC, a Kentucky limited liability company (“Assignor”), Clearwater Solutions, LLC (“Assignee”) and, solely for purposes of Sections 2 and 3, Bluegrass Water Utility Operating Company, LLC (“Bluegrass”).

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor’s right, title, and interest in and to that certain Amended and Restated Agreement Regarding Operation of Utility Treatment Facilities, dated April 7, 2022, by and between Bluegrass and Assignor as amended by that certain Second Amendment to the Amended and Restated Agreement Regarding Operation of Utility Treatment Facilities, dated February 17, 2023, by and between Bluegrass and Assignor (the “OM Contract”).

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment and Delegation. As of the Effective Date, Assignor hereby irrevocably (a) assigns, transfers and conveys to Assignee all of Assignor’s right, title, and interest in and to the OM Contract, and (b) delegates to Assignee all of its obligations and liabilities under the OM Contract accruing from and after the Effective Date.
2. Assumption. From and after the Effective Date, Assignee hereby accepts the assignment and delegation by Assignor and expressly assumes all obligations and liabilities under the OM Contract accruing from and after the Effective Date.
3. Consent to Assignment. By executing this Agreement, Bluegrass hereby: (i) consents to the Assignment of the OM Contract from Assignor to Assignee; (ii) agrees that any notice requirement or review or response period contained in the OM Contract that may be triggered by the Assignment is hereby deemed satisfied and that the Assignment shall not be deemed an event of default under the OM Contract or otherwise give Bluegrass the right to terminate the OM Contract; (iii) waives any and all rights, remedies and privileges set forth in the OM Contract that prohibit the Assignment, effective as of the Closing Date; (iv) authorizes Assignor and Assignee to rely on the consent set forth herein and agrees that such consent shall inure to the benefit of and shall be enforceable by Assignor, Assignee and their respective successors and assigns; and (v) agrees that except as set forth in this Agreement, the OM Contract shall otherwise remain unmodified and in full force and effect notwithstanding the Assignment.
4. Miscellaneous. The parties hereto agree to execute such further documents and agreements as may be necessary or appropriate to effectuate the purposes of this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives. Each individual executing this Assignment on behalf of his or her respective party represents that he or she is duly authorized to execute and deliver this Assignment on behalf of such party. This Assignment shall be construed in accordance with and governed by the laws of the State of Delaware and exclusive venue for any

dispute hereunder shall be the St. Louis County District Court, State of Missouri. The parties may execute this Assignment in counterparts, each of which constitutes an original and all of which, when taken together, constitute one and the same instrument. Further, this Assignment may be executed by the parties by facsimile signature (or other electronic format), such that execution of this Assignment by facsimile signature (or other electronic format) shall be deemed effective for all purposes as though this Assignment was executed as an original.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

Bluegrass:

Assignee:

BLUEGRASS WATER UTILITY
OPERATING COMPANY, LLC

CLEARWATER SOLUTIONS, LLC

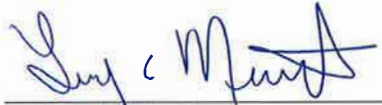


By: _____
Name: Josiah Cox
Title: President

By: Catherine Edwards
Name: Catherine Edwards
Title: Chief Executive Officer

Assignor:

MIDWEST WATER OPERATIONS, LLC



By: _____
Name: Terry Merritt
Title:

[Signature Page to Assignment and Assumption of Contract]