

**Pennichuck Corporation Regulated Water Companies
Communities Served and Customer Count
As of December 31, 2022
12/15/2023**

PWW Joint Merger Petition
Docket No. DW 23-____
Exhibit JJB-1

	System Name	EPA ID #	PFAS	Level	Community	Number of Customers	Source of Supply		System Name	EPA ID #	PFAS	Level	Community	Number of Customers	Source of Supply
1	Amherst Village	#1621010	Y	TR	Amherst	610	Core	1	Nashua	#1621010	Y	TR	Nashua	24,596	Core
1	Bartlett Common	#1621010	Y	TR	Amherst	69	Core/MWD	37	Farley Road	#1622010	N	ND	Nashua	30	W
1	Bon Terrain	#1621010	Y	TR	Amherst	694	Core						Nashua Total -	24,626	
2	Souhegan Woods	#0072070	Y	EX	Amherst	117	W/MVD								
					Amherst Total -	1,490		38	Shanda Farms	#1732030	Y	EX	New Market	87	W
													New Market Total -	87	
3	Atkinson	#0116010	Y	EX	Atkinson	10	W								
					Atkinson Total -	10		39	Sky View	#1852120	N	ND	Pelham	63	W
								40	Gage Hill	#1852020	Y	EX	Pelham	27	W
4	Locke Lake	#0142010	N	ND	Barnstead	898	W/SW	41	Whispering Winds	#1851020	Y	EX	Pelham	158	HWD
					Barnstead Total -	898		42	Williamsburg*	#1851010	Y	EX	Pelham	347	W
													Pelham Total -	595	
5	Cabot Preserve	#0192070			Bedford	383	MVD	43	Pittsfield	#1911010	N	N	Pittsfield	649	Berry Pond
6	English Woods	#0192060	Y	D	Bedford	19	W						Pittsfield Total -	649	
7	Little Pond	#0192050			Bedford	249	MWW								
	Powder Hill	#0192050			Bedford	450	MWW	0	Rolling Hills	Twin Ridge			Plaistow	21	Twin Ridge
					Bedford Total -	1,101		44	Sweet Hill	#1932200	N	N	Plaistow	30	W
8	Bow Highlands	#0262060	N	ND	Bow	44	WESCO	45	Twin Ridge	#1932050	Y	EX	Plaistow	116	W
	Stone Sled	#0262060	N	ND	Bow	42	W	46	Valleyfield	#1932070	Y	EX	Plaistow	75	W
9	White Rock Senior	#0262050	Y	D	Bow	44	W						Plaistow Total -	242	
					Bow Total -	130		47	Clearwater	#1972070	N	N	Raymond	65	W
10	Shaker Heights	#0432040	N	N	Chester	33	W	48	Green Hills	#1973030			Raymond	248	RWD
					Chester Total -	33		49	Liberty Tree	#1972020	N	N	Raymond	72	W
													Raymond Total -	385	
11	Birch Hill	#0512010			Conway	219	NCWP	50	Beaver Hollow	#2082010	Y	EX	Sandown	11	W
					Conway Total -	219							Sandown Total -	11	
12	Drew & All	#0612150	Y	EX	Derry	555	W/DWD	51	Autumn Woods	#2052070	Y	D	Salem	72	W
13	East Derry/Farmstead	#0612110	N	ND	Derry	36	W						Salem Total -	72	
14	Glen Ridge	#0612070	Y	EX	Derry	101	W								
15	Hi-Lo Estates	#0312140	Y	EX	Derry	56	W/DWD	52	Northern Shores	#2352020	N	ND	Tilton	33	W
16	Maple Haven/richardson	#0612170	N	ND	Derry	100	W	53	Winnesquam Village	#2352040	N	ND	Tilton	36	W
17	Maple Hills	#0612020			Derry	199	DWD						Tilton Total -	69	
					Derry Total -	1,047		54	Daniels Lake	#2452010	Y	D	Weare	28	W
													Weare Total -	28	
18	The Woodlands	#0762120	N	ND	Epping	79	W								
					Epping Total -	79		55	Castle Reach	#2542140	Y	TR	Windham	40	W
19	Forest Ridge	#0802040	N	ND	Exeter	52	W	56	Fletcher's Corner	#2542150	N	ND	Windham	53	W
					Exeter Total -	52		57	Goldenbrook	#2542010	Y	D	Windham	128	W
1	Hollis	Nashua Core	Y	EX	Hollis	158	Core	58	Hardwood	#2542060	Y	EX	Windham	40	W
					Hollis Total -	158		59	Lamplighter Village	#2542170	Y	D	Windham	65	W
								60	Oakwood	#0612010			Windham	123	DWD
20	Smythe Woods	#1182040			Hooksett	65	MWW	61	Spruce Pond	#2542180	Y	EX	Windham	47	W
21	Wesco	#1182050			Hooksett	36	HVWP	62	W&E	#2542030	Y	EX	Windham	204	W/SWD
								63	Woodmeadow	#2542200	N	ND	Windham	35	W

Hooksett Total - 101							Windham Total - 735																																																															
22	Thurston Woods	#1332050	N	ND	Lee	34	W	<table border="1"> <thead> <tr> <th>COMMUNITY</th> <th># oF Customers</th> </tr> </thead> <tbody> <tr><td>1</td><td>Nashua Total - 24,626</td></tr> <tr><td>2</td><td>Litchfield Total - 2,514</td></tr> <tr><td>3</td><td>Londonderry Total - 2,466</td></tr> <tr><td>4</td><td>Amherst Total - 1,490</td></tr> <tr><td>5</td><td>Derry Total - 1,047</td></tr> <tr><td>6</td><td>Bedford Total - 1,101</td></tr> <tr><td>7</td><td>Barnstead Total - 898</td></tr> <tr><td>8</td><td>Windham Total - 735</td></tr> <tr><td>9</td><td>Pittsfield Total - 649</td></tr> <tr><td>10</td><td>Raymond Total - 385</td></tr> <tr><td>11</td><td>Merrimack Total - 437</td></tr> <tr><td>12</td><td>Pelham Total - 595</td></tr> <tr><td>13</td><td>Plaistow Total - 242</td></tr> <tr><td>14</td><td>Conway Total - 219</td></tr> <tr><td>15</td><td>Milford Total - 283</td></tr> <tr><td>16</td><td>Hollis Total - 158</td></tr> <tr><td>17</td><td>Bow Total - 130</td></tr> <tr><td>18</td><td>Hooksett Total - 101</td></tr> <tr><td>19</td><td>New Market Total - 87</td></tr> <tr><td>20</td><td>Middleton Total - 87</td></tr> <tr><td>21</td><td>Epping Total - 79</td></tr> <tr><td>22</td><td>Salem Total - 72</td></tr> <tr><td>23</td><td>Exeter Total - 52</td></tr> <tr><td>24</td><td>Tilton Total - 69</td></tr> <tr><td>25</td><td>Lee Total - 34</td></tr> <tr><td>26</td><td>Chester Total - 33</td></tr> <tr><td>27</td><td>Weare Total - 28</td></tr> <tr><td>28</td><td>Sandown Total - 11</td></tr> <tr><td>29</td><td>Atkinson Total - 10</td></tr> <tr><td></td><td>Total Customers - 38,638</td></tr> </tbody> </table>	COMMUNITY	# oF Customers	1	Nashua Total - 24,626	2	Litchfield Total - 2,514	3	Londonderry Total - 2,466	4	Amherst Total - 1,490	5	Derry Total - 1,047	6	Bedford Total - 1,101	7	Barnstead Total - 898	8	Windham Total - 735	9	Pittsfield Total - 649	10	Raymond Total - 385	11	Merrimack Total - 437	12	Pelham Total - 595	13	Plaistow Total - 242	14	Conway Total - 219	15	Milford Total - 283	16	Hollis Total - 158	17	Bow Total - 130	18	Hooksett Total - 101	19	New Market Total - 87	20	Middleton Total - 87	21	Epping Total - 79	22	Salem Total - 72	23	Exeter Total - 52	24	Tilton Total - 69	25	Lee Total - 34	26	Chester Total - 33	27	Weare Total - 28	28	Sandown Total - 11	29	Atkinson Total - 10		Total Customers - 38,638
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PWW Systems -	17	systems in 11 Communities with	29,366	customers
PEU Systems -	44	systems in 19 Communities with	8,623	customers
PAC Systems -	1	systems in 1 Community with	649	customers

- 3 Part or all of water supply from Surface Water
- 24 Supply from Purchased Water or from wells with purchased water
- 36 Supply exclusively from wells

Penn Corp provides water service to **38,638** customers via **63** EPA water systems located in **29** different communities
Nashua has **63.7%** of the regulated customers

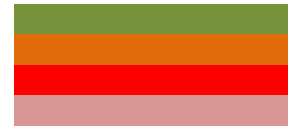
Source of Supply Abbreviations:

- Core** Served from Nashua Water Treatment Plant
- W** Served from Onsite Community Wells
- MWW** Purchased water from Manchester Water Works
- DWD** Purchased water from Town of Derry Water Dept (source of supply is MWW)
- MVD** Purchased water from Merrimack Village District
- HVWP** Purchased water from Hooksett Village Water Precinct
- RWD** Purchased water from Town of Raymond Water Dept
- HWD** Purchased water from Town of Hudson Water Dept
- MWD** Purchased water from Town of Milford Water Dept
- NCWP** Purchased water from the North Conway Water Precinct
- SWD** Purchased water from Town of Salem Water Dept (source of supply is MWW)
- SW** Surface Water Supply

- N** Non Detect levels of PFAS

Post Merger Legend

- Core Customer - Remaining Core Customer
- Core Customer - Becoming Non-Core Customer
- Non-Core Customer - Becoming Core Customer
- Non-Core Customer- Remaining Non-Core Customer
- Does not include Milford Contract or Tyngsborough Contract



D	Detectable levels of PFAS below EPA Standards
EX	Levels of PFAS in excess of EPA Standards
PFAS	PFAS Detected
TR	PFAS Treatment installed

AGREEMENT AND PLAN OF MERGER

Dated as of _____, 2024

between

PENNICHUCK WATER WORKS, INC.

and

PENNICHUCK EAST UTILITY, INC.

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this “Agreement”) dated as of _____, 2024 (the “Effective Date”) among PENNICHUCK WATER WORKS, INC., a New Hampshire business corporation (“PWW” or the “Surviving Corporation”), and PENNICHUCK EAST UTILITY, INC., a New Hampshire business corporation (“PEU”).

WHEREAS, the outstanding shares of each of PWW and PEU are entirely owned by PENNICHUCK CORPORATION, a New Hampshire business corporation (the “Parent Corporation”);

WHEREAS, the outstanding shares of the Parent Corporation are entirely owned by the CITY OF NASHUA, NEW HAMPSHIRE, a municipal corporation of the State of New Hampshire (the “City”);

WHEREAS, pursuant to Article IX(4) of the Parent Corporation’s Articles of Incorporation, the City has approved the merger of PEU with and into PWW (the “Merger”), subject to the terms and conditions set forth in this Agreement (such approval is referred to in this Agreement as the “City Merger Approval”);

WHEREAS, the Parent Corporation Board has approved the Merger, subject to the terms and conditions set forth in this Agreement (the “Parent Board Approval”);

WHEREAS, PWW and PEU desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I.

THE MERGER

Section 1.01 The Merger.

On the terms and subject to the satisfaction or waiver of the conditions set forth in this Agreement, and in accordance with the New Hampshire Business Corporation Act, NH RSA Chapter 293-A (the “NHBCA”), PEU shall be merged with and into PWW at the Effective Time (as defined in Section 1.03). At the Effective Time, the separate corporate existence of PEU shall cease and PWW shall continue as the Surviving Corporation. At the Effective Time, the Surviving Corporation shall be vested with title to all real estate and other property owned by PEU, and the Surviving Corporation shall by operation of law have all liabilities of PEU. The name of the Surviving Corporation shall continue to be PENNICHUCK WATER WORKS, INC. and the purpose thereof shall be as set forth in Article III of the Articles of Incorporation of the Surviving Corporation as provided by Section 1.05(a).

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Section 1.02 Closing.

The closing (the “Closing”) of the Merger shall take place at the offices of Rath, Young and Pignatelli, P.C., One Capital Plaza, Concord, New Hampshire 03301, at 10:00 a.m. on the fifth (5th) business day following the satisfaction (or, to the extent permitted by Law, waiver by the appropriate parties) of the conditions set forth in Article III, or at such other place, time and date as shall be agreed in writing between PWW and PEU, but in no event later than the Effective Time specified in Section 1.03. The date on which the Closing occurs is referred to in this Agreement as the “Closing Date.”

Section 1.03 Effective Time.

On the Closing Date or as soon as practicable thereafter PWW shall file with the Secretary of State of the State of New Hampshire, articles of merger or other appropriate documents (in any such case, the “Articles of Merger”) executed in accordance with the relevant provisions of the NHBCA and shall make all other filings or recordings required under the NHBCA to effect the Merger. The Merger shall become effective at such time as the Articles of Merger are duly filed with such Secretary of State, or at such other time as PWW and PEU shall agree and specify in the Articles of Merger (the time the Merger becomes effective being the “Effective Time”).

Section 1.04 Effects of the Merger.

The Merger shall have the effects set forth in Section 11.07 of the NHBCA.

Section 1.05 Articles of Incorporation and By-Laws.

(a) Articles of Incorporation. The Articles of Incorporation of PWW shall be amended and restated at the Effective Time to read in the form of Exhibit A, and, as so amended, such Articles of Incorporation shall be the Articles of Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law.

(b) By-Laws. The By-Laws of PWW shall be amended and restated at the Effective Time to read in the form of Exhibit B, and, as so amended, such By-Laws shall be the By-Laws of the Surviving Corporation until thereafter changed or amended as provided therein, in the Articles of Incorporation of the Surviving Corporation or by applicable Law.

Section 1.06 Directors and Officers.

At and after the Closing, the directors and officers of PWW in office at the Effective Time of the Merger shall continue to be the directors and officers, respectively, of the Surviving Corporation, each of such directors and officers to hold office, subject to the applicable provisions of the Articles of Incorporation and By-Laws of the Surviving Corporation, until his or her successor is duly elected and qualified.

EXECUTION DOCUMENT

ARTICLE II.

EFFECT ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS

Section 2.01 Effect on Capital Stock.

At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of the Common Stock of PWW or any shares of capital stock of PEU:

(a) Capital Stock of PWW. Each share of PWW's common stock, issued and outstanding immediately before the Effective Time, shall not be changed in any respect by reason of this Agreement, and shall thereupon, by virtue of the Merger and without any action on the part of the holder thereof, remain outstanding as one share of the common stock of the Surviving Corporation, without the issuance or exchange of new shares or share certificates, and no additional shares of the Surviving Corporation shall be issued.

(b) Cancellation of PEU Shares. Each share of PEU's common stock that is issued and outstanding immediately before the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, shall thereupon be cancelled and retired and cease to exist, and no consideration shall be delivered or deliverable in exchange therefor.

ARTICLE III.

CONDITIONS PRECEDENT

Section 3.01 Conditions to Each Party's Obligation to Effect the Merger.

The respective obligations of each party to effect the Merger is subject to the satisfaction or express written waiver on or prior to the Closing Date of the following conditions:

(a) City Merger Approval. The City Merger Approval shall have been obtained and shall be in full force and effect.

(b) Parent Board Approval. The Parent Board Approval shall have been obtained and shall be in full force and effect.

(c) Requisite Regulatory Approvals. All necessary approvals, authorizations and consents of all national, federal, state or local governmental, regulatory or administrative authority, agency, commission, court, tribunal, arbitral body or self-regulated entity (each a "Governmental Entity" and collectively, "Governmental Entities") required to consummate the Merger and the other transactions contemplated by this Agreement shall have been obtained and shall remain in full force and effect and all applicable statutory waiting periods in respect thereof shall have expired or been terminated (all such approvals and the expiration of all such waiting periods being referred to herein as the "Requisite Regulatory Approvals").

(d) No Injunctions or Restraints. No statute, rule, regulation, executive Order, decree, temporary restraining Order, preliminary or permanent injunction or other Order enacted, entered, promulgated, enforced or issued by any Governmental Entity or other legal restraint or

EXECUTION DOCUMENT

prohibition (other than the lack of the Requisite Regulatory Approvals) preventing the consummation of the Merger shall be in effect; provided, however, that prior to asserting this condition each of the parties shall have used all reasonable efforts to prevent the entry of any such injunction or other Order and to appeal as promptly as possible any such injunction or other Order that may be entered.

ARTICLE IV.

TERMINATION, AMENDMENT AND WAIVER

Section 4.01 Termination; Expenses.

This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time, whether before or after receipt of City Merger Approval or the Parent Board Approval by mutual written consent of the Boards of Directors of each of PWW and PEU. Whether or not the Merger is consummated, all costs and expenses incurred in connection with the Merger, this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring or required to incur such expenses.

Section 4.02 Amendment.

This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

Section 4.03 Extension; Waiver. At any time prior to the Effective Time, the parties may (a) extend the time for the performance of any obligations or other acts of the parties; or (b) waive compliance with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

Section 4.04 Procedure for Termination or Amendment.

A termination of this Agreement, or an amendment of this Agreement pursuant to Section 4.02 or an extension or waiver pursuant to Section 4.03 shall, in order to be effective, require, in the case of PWW, action by the Board of Directors of PWW, and in the case of PEU, action by the Board of Directors of PEU.

ARTICLE V.

GENERAL PROVISIONS

Section 5.01 Severability.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal

EXECUTION DOCUMENT

or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Section 5.02 Counterparts; Facsimile Signatures.

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties. Any signature on this Agreement or any related instrument or agreement that is delivered by facsimile or by electronic data file shall have the same effect as an original.

Section 5.03 Entire Agreement; No Third-Party Beneficiaries.

This Agreement (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the transactions contemplated hereby, and (b) is not intended to confer upon any person other than the parties any rights or remedies.

Section 5.04 Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Hampshire, without giving effect to any law or principle which would refer enforcement to the law of any other jurisdiction.

Section 5.05 Assignment.

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 5.06 Enforcement.

The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any New Hampshire state court or any Federal court located in the State of New Hampshire, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto (a) consents to submit itself to the personal jurisdiction of any New Hampshire state court or any Federal court located in the State of New Hampshire in the event any dispute arises out of this Agreement or any transactions contemplated hereby, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Agreement or any transactions contemplated hereby in any court

EXECUTION DOCUMENT

other than any New Hampshire state court or any Federal court sitting in the State of New Hampshire, and (d) waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transactions contemplated hereby.

Section 5.07 Consents.

Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver as set forth in Sections 4.03 and 4.04.

IN WITNESS WHEREOF, PWW and PEU have caused this Agreement and Plan of Merger to be executed as an instrument under seal as of the date first written above by their respective officers thereunto duly authorized.

PENNICHUCK WATER WORKS, INC.

By: _____
Name: John Boisvert
Title: Chief Executive Officer

PENNICHUCK EAST UTILITY, INC.

By: _____
Name: John Boisvert
Title: Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

Dated as of _____, 2024

between

PENNICHUCK WATER WORKS, INC.

and

PITTSFIELD AQUEDUCT COMPANY, INC.

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this “Agreement”) dated as of _____, 2024 (the “Effective Date”) among PENNICHUCK WATER WORKS, INC., a New Hampshire business corporation (“PWW” or the “Surviving Corporation”), and PITTSFIELD AQUEDUCT COMPANY, INC., a New Hampshire business corporation (“PAC”).

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WHEREAS, the outstanding shares of the Parent Corporation are entirely owned by the CITY OF NASHUA, NEW HAMPSHIRE, a municipal corporation of the State of New Hampshire (the “City”);

WHEREAS, pursuant to Article IX(4) of the Parent Corporation’s Articles of Incorporation, the City has approved the merger of PAC with and into PWW (the “Merger”), subject to the terms and conditions set forth in this Agreement (such approval is referred to in this Agreement as the “City Merger Approval”);

WHEREAS, the Parent Corporation Board has approved the Merger, subject to the terms and conditions set forth in this Agreement (the “Parent Board Approval”);

WHEREAS, PWW and PAC desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I.

THE MERGER

Section 1.01 The Merger.

On the terms and subject to the satisfaction or waiver of the conditions set forth in this Agreement, and in accordance with the New Hampshire Business Corporation Act, NH RSA Chapter 293-A (the “NHBCA”), PAC shall be merged with and into PWW at the Effective Time (as defined in Section 1.03). At the Effective Time, the separate corporate existence of PAC shall cease and PWW shall continue as the Surviving Corporation. At the Effective Time, the Surviving Corporation shall be vested with title to all real estate and other property owned by PAC, and the Surviving Corporation shall by operation of law have all liabilities of PAC. The name of the Surviving Corporation shall continue to be PENNICHUCK WATER WORKS, INC. and the purpose thereof shall be as set forth in Article III of the Articles of Incorporation of the Surviving Corporation as provided by Section 1.05(a).

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Section 1.02 Closing.

The closing (the “Closing”) of the Merger shall take place at the offices of Rath, Young and Pignatelli, P.C., One Capital Plaza, Concord, New Hampshire 03301, at 10:00 a.m. on the fifth (5th) business day following the satisfaction (or, to the extent permitted by Law, waiver by the appropriate parties) of the conditions set forth in Article III, or at such other place, time and date as shall be agreed in writing between PWW and PAC, but in no event later than the Effective Time specified in Section 1.03. The date on which the Closing occurs is referred to in this Agreement as the “Closing Date.”

Section 1.03 Effective Time.

On the Closing Date or as soon as practicable thereafter PWW shall file with the Secretary of State of the State of New Hampshire, articles of merger or other appropriate documents (in any such case, the “Articles of Merger”) executed in accordance with the relevant provisions of the NHBCA and shall make all other filings or recordings required under the NHBCA to effect the Merger. The Merger shall become effective at such time as the Articles of Merger are duly filed with such Secretary of State, or at such other time as PWW and PAC shall agree and specify in the Articles of Merger (the time the Merger becomes effective being the “Effective Time”).

Section 1.04 Effects of the Merger.

The Merger shall have the effects set forth in Section 11.07 of the NHBCA.

Section 1.05 Articles of Incorporation and By-Laws.

(a) Articles of Incorporation. The Articles of Incorporation of PWW shall be amended and restated at the Effective Time to read in the form of Exhibit A, and, as so amended, such Articles of Incorporation shall be the Articles of Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law.

(b) By-Laws. The By-Laws of PWW shall be amended and restated at the Effective Time to read in the form of Exhibit B, and, as so amended, such By-Laws shall be the By-Laws of the Surviving Corporation until thereafter changed or amended as provided therein, in the Articles of Incorporation of the Surviving Corporation or by applicable Law.

Section 1.06 Directors and Officers.

At and after the Closing, the directors and officers of PWW in office at the Effective Time of the Merger shall continue to be the directors and officers, respectively, of the Surviving Corporation, each of such directors and officers to hold office, subject to the applicable provisions of the Articles of Incorporation and By-Laws of the Surviving Corporation, until his or her successor is duly elected and qualified.

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ARTICLE II.

EFFECT ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS

Section 2.01 Effect on Capital Stock.

At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of the Common Stock of PWW or any shares of capital stock of PAC:

(a) Capital Stock of PWW. Each share of PWW's common stock, issued and outstanding immediately before the Effective Time, shall not be changed in any respect by reason of this Agreement, and shall thereupon, by virtue of the Merger and without any action on the part of the holder thereof, remain outstanding as one share of the common stock of the Surviving Corporation, without the issuance or exchange of new shares or share certificates, and no additional shares of the Surviving Corporation shall be issued.

(b) Cancellation of PAC Shares. Each share of PAC's common stock that is issued and outstanding immediately before the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, shall thereupon be cancelled and retired and cease to exist, and no consideration shall be delivered or deliverable in exchange therefor.

ARTICLE III.

CONDITIONS PRECEDENT

Section 3.01 Conditions to Each Party's Obligation to Effect the Merger.

The respective obligations of each party to effect the Merger is subject to the satisfaction or express written waiver on or prior to the Closing Date of the following conditions:

(a) City Merger Approval. The City Merger Approval shall have been obtained and shall be in full force and effect.

(b) Parent Board Approval. The Parent Board Approval shall have been obtained and shall be in full force and effect.

(c) Requisite Regulatory Approvals. All necessary approvals, authorizations and consents of all national, federal, state or local governmental, regulatory or administrative authority, agency, commission, court, tribunal, arbitral body or self-regulated entity (each a "Governmental Entity" and collectively, "Governmental Entities") required to consummate the Merger and the other transactions contemplated by this Agreement shall have been obtained and shall remain in full force and effect and all applicable statutory waiting periods in respect thereof shall have expired or been terminated (all such approvals and the expiration of all such waiting periods being referred to herein as the "Requisite Regulatory Approvals").

(d) No Injunctions or Restraints. No statute, rule, regulation, executive Order, decree, temporary restraining Order, preliminary or permanent injunction or other Order enacted, entered, promulgated, enforced or issued by any Governmental Entity or other legal restraint or

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prohibition (other than the lack of the Requisite Regulatory Approvals) preventing the consummation of the Merger shall be in effect; provided, however, that prior to asserting this condition each of the parties shall have used all reasonable efforts to prevent the entry of any such injunction or other Order and to appeal as promptly as possible any such injunction or other Order that may be entered.

ARTICLE IV.

TERMINATION, AMENDMENT AND WAIVER

Section 4.01 Termination; Expenses.

This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time, whether before or after receipt of City Merger Approval or the Parent Board Approval by mutual written consent of the Boards of Directors of each of PWW and PAC. Whether or not the Merger is consummated, all costs and expenses incurred in connection with the Merger, this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring or required to incur such expenses.

Section 4.02 Amendment.

This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

Section 4.03 Extension; Waiver. At any time prior to the Effective Time, the parties may (a) extend the time for the performance of any obligations or other acts of the parties; or (b) waive compliance with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

Section 4.04 Procedure for Termination or Amendment.

A termination of this Agreement, or an amendment of this Agreement pursuant to Section 4.02 or an extension or waiver pursuant to Section 4.03 shall, in order to be effective, require, in the case of PWW, action by the Board of Directors of PWW, and in the case of PAC, action by the Board of Directors of PAC.

ARTICLE V.

GENERAL PROVISIONS

Section 5.01 Severability.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal

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or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Section 5.02 Counterparts; Facsimile Signatures.

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties. Any signature on this Agreement or any related instrument or agreement that is delivered by facsimile or by electronic data file shall have the same effect as an original.

Section 5.03 Entire Agreement; No Third-Party Beneficiaries.

This Agreement (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the transactions contemplated hereby, and (b) is not intended to confer upon any person other than the parties any rights or remedies.

Section 5.04 Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Hampshire, without giving effect to any law or principle which would refer enforcement to the law of any other jurisdiction.

Section 5.05 Assignment.

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 5.06 Enforcement.

The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any New Hampshire state court or any Federal court located in the State of New Hampshire, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto (a) consents to submit itself to the personal jurisdiction of any New Hampshire state court or any Federal court located in the State of New Hampshire in the event any dispute arises out of this Agreement or any transactions contemplated hereby, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Agreement or any transactions contemplated hereby in any court

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other than any New Hampshire state court or any Federal court sitting in the State of New Hampshire, and (d) waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transactions contemplated hereby.

Section 5.07 Consents.

Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver as set forth in Sections 4.03 and 4.04.

IN WITNESS WHEREOF, PWW and PAC have caused this Agreement and Plan of Merger to be executed as an instrument under seal as of the date first written above by their respective officers thereunto duly authorized.

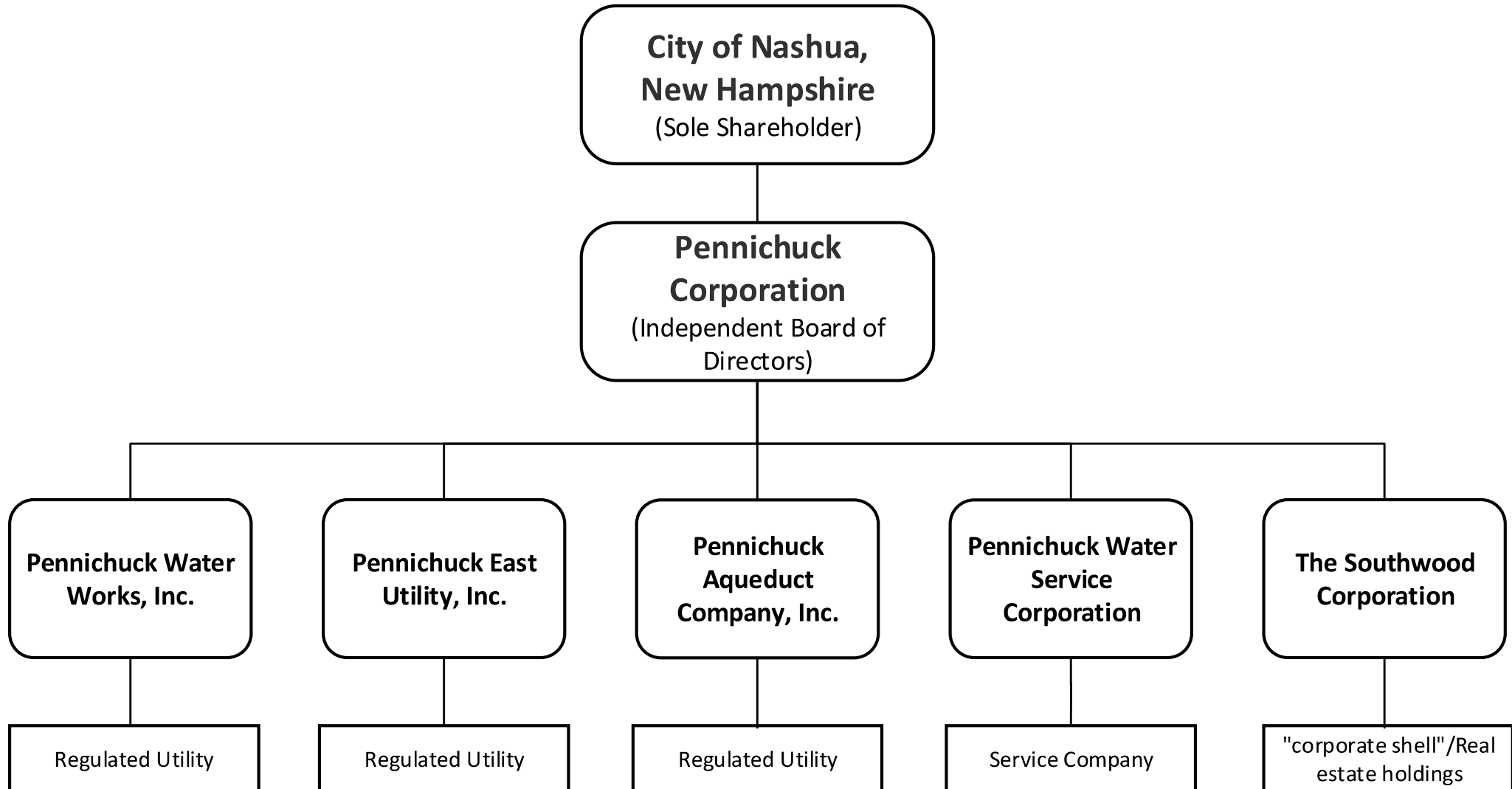
PENNICHUCK WATER WORKS, INC.

By: _____
Name: John Boisvert
Title: Chief Executive Officer

PITTSFIED AQUEDUCT COMPANY, INC.

By: _____
Name: John Boisvert
Title: Chief Executive Officer

Existing Corporate Structure



Merged Corporate Structure

