

Liberty Utilities (Missouri Water) LLC

**Statement of Unanimous Written Consent
to Action Taken in Lieu
of a Special Meeting of the Board of Managers**

February 22, 2019

In lieu of a special meeting of the Board of Managers of Liberty Utilities (Missouri Water) LLC, a Missouri limited liability company (the "Company"), the undersigned, being all of the duly elected managers of the Company, acting in accordance with the Missouri Limited Liability Company Act and the Operating Agreement of the Company, do hereby severally and collectively consent to adoption of the following resolutions, the same declared to be authorized and effective as of the date first written above:

**Purchase of Substantially All of the Assets
of Franklin County Water Company, Inc.**

WHEREAS, the Board of Managers of this Company deems it to be in the best interests of the Company to enter into that certain Asset Purchase Agreement between the Company, Franklin County Water Company, Inc., and LaVerne Faulkenberry substantially in the form attached hereto as Exhibit A (the "Asset Purchase Agreement"), pursuant to which the Company will purchase substantially all of the assets of Franklin County Water Company, Inc., and two parcels of real property identified in the Asset Purchase Agreement as the "Faulkenberry Parcels", which together comprise a water distribution system serving a private community located in Franklin County, Missouri, and known as Lake St. Clair (the "Asset Purchase").

NOW THEREFORE BE IT:

RESOLVED, that the resolutions pertaining to the Company acquiring the assets of Franklin County Water Company, Inc., adopted as of August 29, 2018, are hereby rescinded;

RESOLVED, that the form, terms and provisions of the Asset Purchase Agreement, including all exhibits and schedules attached thereto, be, and hereby are, approved;

RESOLVED, that the President, Vice President, Treasurer, Secretary and any other officer of the Company (each such person, an "Authorized Officer") be, and each of them hereby is, authorized and empowered to execute and deliver the Asset Purchase Agreement, including all exhibits and schedules attached thereto, in the name and on behalf of the Company with such additions, deletions or changes therein (including, without limitation, any additions, deletions or changes to any schedules or exhibits thereto) and amendments as the Authorized Officer executing the same shall approve (the execution and delivery thereof by any such Authorized Officer to be conclusive evidence of his or her approval of any such additions, deletions, changes or amendments), provided that the Purchase Price (as defined in the Asset Purchase Agreement) shall in no event

exceed \$123,000 without the prior approval of the Board of Managers;

RESOLVED, that the Company be, and hereby is, authorized and empowered to perform all of its obligations under the Asset Purchase Agreement, including but not limited to, the Asset Purchase;

RESOLVED, that each of the Authorized Officers be, and each of them hereby is, authorized and empowered to take all such further action and to execute and deliver all such further agreements, certificates, instruments and documents, in the name and on behalf of the Company, and if requested or required, under its corporate seal duly attested by the Secretary or Assistant Secretary; to pay or cause to be paid all expenses; to take all such other actions as they or any one of them shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions;

RESOLVED, that in connection with the transactions contemplated in the preceding resolutions, the Secretary or the Assistant Secretary of the Company be, and hereby is, authorized in the name and on behalf of the Company, to certify any more formal or detailed resolutions as such officer may deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions; and that thereupon, such resolutions shall be deemed adopted as and for the resolutions of the Board of Managers as if set forth at length herein; and

RESOLVED, that the omission from these resolutions of any agreement or other arrangement contemplated by any of the agreements or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirements of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions;

RESOLVED, that the Authorized Officers be, and each them individually hereby is, authorized and empowered to do and perform or cause to be done and performed all such acts, deeds and things, and to make, execute and deliver, or cause to be made, executed and delivered, all such agreements, undertakings, documents, instruments or certificates in the name of the Company and to retain such counsel, agents and advisors and to incur and pay such expenses, fees and taxes as shall, in the opinion of the officers of the Company executing the same, be deemed necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof) to effectuate or carry out fully the purpose and interest of all of the foregoing resolutions; and that any and all such actions heretofore or hereafter taken by the Authorized Officers relating to and within the terms of these resolutions be, and they hereby are, adopted, affirmed, approved and ratified in all respects as the act and deed of the Company;

RESOLVED, that this Statement of Unanimous Written Consent may be executed in counterparts and/or by facsimile signatures, and all counterparts so executed shall constitute one and the same instrument, notwithstanding that all of the managers are

not signatories to the original or the same counterpart; and

RESOLVED, that an executed copy of this Statement of Unanimous Written Consent shall be filed with the minutes of the proceedings of the Board of Managers.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned managers have duly executed this Statement of Unanimous Written Consent as of the date first written above.



Kenneth R. Allen

Nicole R. Brown

Johnny Johnston

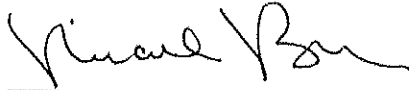
Ian E. Robertson

John N. Thompson

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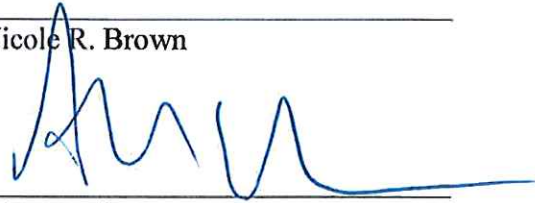
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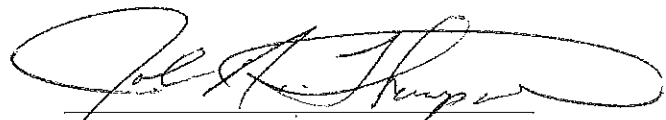
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