

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): April 24, 2019

AQUA AMERICA, INC.
(Exact name of registrant as specified in its charter)

Pennsylvania
(State or Other Jurisdiction
of Incorporation)

001-06659
(Commission
File Number)

23-1702594
(I.R.S. Employer
Identification No.)

762 West Lancaster Avenue
Bryn Mawr, Pennsylvania
(Address of Principal Executive Offices)

19010-3489
(Zip Code)

Registrant's telephone number, including area code (610) 527-8000

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- £ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- £ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- £ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- £ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company £

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. £

Item 1.01 Entry into a Material Definitive Agreement.

Underwriting Agreement

On April 24, 2019, Aqua America, Inc. (the “Company”) priced an offering (the “Offering”) of (i) \$400,000,000 3.566% Senior Notes due 2029 (the “2029 Notes”) and (ii) \$500,000,000 4.276% Senior Notes due 2049 (the “2049 Notes” and, together with the 2029 Notes, the “Notes”). In connection with the Offering, the Company entered into an underwriting agreement, dated April 24, 2019 (the “Underwriting Agreement”), with RBC Capital Markets, LLC and Goldman Sachs & Co. LLC, as representatives of the several underwriters named therein (the “Underwriters”). The Underwriting Agreement includes customary representations, warranties and covenants by the Company. Under the terms of the Underwriting Agreement, the Company has agreed to indemnify the Underwriters against certain liabilities.

The description of the Underwriting Agreement contained herein is qualified in its entirety by reference to the Underwriting Agreement filed as Exhibit 1.1 to this Current Report and incorporated herein by reference.

The Offering closed on April 26, 2019. The Notes were issued and sold in a registered public offering pursuant to the Company’s Registration Statement on Form S-3 (Registration No. 333-223306), including a prospectus supplement dated April 24, 2019 to the prospectus contained therein dated February 28, 2018, filed by the Company with the Securities and Exchange Commission, pursuant to Rule 424(b)(5) under the Securities Act of 1933, as amended.

Indenture

The Notes were issued pursuant to the indenture, dated as of April 23, 2019 (the “Base Indenture”), as supplemented by the First Supplemental Indenture, dated as of April 23, 2019 (the “First Supplemental Indenture”), and the Third Supplemental Indenture, dated as of April 26, 2019 (the “Third Supplemental Indenture” and, together with the Base Indenture and First Supplemental Indenture, the “Indenture”), each between the Company and U.S. Bank N.A., as trustee. The 2029 Notes will bear interest at a rate of 3.566% per annum and the 2049 Notes will bear interest at a rate of 4.276% per annum. Interest on the 2029 Notes will be payable semi-annually on May 1 and November 1 of each year, commencing on November 1, 2019. Interest on the 2049 Notes will be payable semi-annually on May 1 and November 1 of each year, commencing on November 1, 2019. The 2029 Notes will mature on May 1, 2029 and the 2049 Notes will mature on May 1, 2049.

The Indenture contains customary terms and covenants, including that upon certain events of default occurring and continuing, either the trustee or the holders of not less than 25% in aggregate principal amount of any series of Notes then outstanding may declare the unpaid principal of such series of Notes and any accrued and unpaid interest thereon immediately due and payable. In the case of certain events of bankruptcy, insolvency or reorganization relating to the Company, the principal amount of the Notes together with any accrued and unpaid interest thereon will become due and payable.

If (i) the closing of the previously announced acquisition by the Company of LDC Funding LLC (the “Acquisition”) has not been consummated on or prior to April 22, 2020, (ii) on or prior to April 22, 2020 and prior to the consummation of the Acquisition, the Acquisition agreement is terminated or (iii) prior to the consummation of the Acquisition, the Company otherwise publicly announces that the Acquisition will not be consummated, then the Company will be required to redeem all outstanding Notes on a special mandatory redemption date at a special mandatory redemption price equal to 101% of the aggregate principal amount of the Notes, plus accrued and unpaid interest thereon, if any, to, but excluding, the special mandatory redemption date.

Upon at least 10 but no more than 60 days’ notice to holders of any series of Notes, the Company may redeem such series of Notes for cash in whole, at any time, or in part, from time to time, prior to maturity, at redemption prices that include a make-whole premium, plus accrued and unpaid interest, in each case as specified in the Indenture. However, no make-whole premium will be included in the redemption prices for any redemptions of (i) the 2029 Notes on or after February 1, 2029 and (ii) the 2049 Notes on or after November 1, 2048.

The descriptions of the Indenture and the Notes contained herein are qualified in their entirety by reference to the Base Indenture, the First Supplemental Indenture and the Third Supplemental Indenture (including the forms of global notes for the Notes) filed as Exhibits 4.1, 4.2 and 4.3, respectively, to this Current Report and are incorporated herein by reference as though each were fully set forth herein.

Forward-Looking Statements

This Current Report on Form 8-K and its exhibits contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, among others: the anticipated use of proceeds from offerings made by the Company in whole or in part to fund the Acquisition. These statements involve risks and uncertainties that could cause actual results to differ materially, including, but not limited to, the ability to price and to satisfy customary closing conditions with respect to the offerings, prevailing market conditions, and the impact of general economic, industry or political conditions in the United States or internationally. There are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements including: general economic business conditions; changes in regulations or regulatory treatment, including a change in federal tax policy; availability and access to capital; the cost of capital; disruptions in the credit markets; the ability of the Company to successfully close and integrate the Acquisition; and other factors discussed in the Company's Annual Report on Form 10-K, which was filed with the SEC on February 26, 2019 and the Company's Current Report on Form 8-K/A, which was filed with the SEC on April 15, 2019. For more information regarding risks and uncertainties associated with the Company's business, please refer to the Company's annual, quarterly and other SEC filings. The Company is not under any obligation - and expressly disclaims any such obligation - to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

- 1.1 [Underwriting Agreement, dated April 24, 2019, among Aqua America, Inc. and RBC Capital Markets, LLC and Goldman Sachs & Co. LLC, as representatives of the several underwriters named in Schedule I thereto.](#)
 - 4.1 [Indenture, dated as of April 23, 2019, between Aqua America, Inc. and U.S. Bank N.A., as trustee \(previously filed as Exhibit 4.1 to the Company's current report on Form 8-K filed April 23, 2019\).](#)
 - 4.2 [First Supplemental Indenture, dated as of April 23, 2019, between Aqua America, Inc. and U.S. Bank N.A., as trustee \(previously filed as Exhibit 4.2 to the Company's current report on Form 8-K filed April 23, 2019\).](#)
 - 4.3 [Third Supplemental Indenture, dated as of April 26, 2019, between Aqua America, Inc. and U.S. Bank N.A., as trustee.](#)
 - 4.4 [Form of Global Note for the 2029 Notes \(included in Exhibit 4.3\).](#)
 - 4.5 [Form of Global Note for the 2049 Notes \(included in Exhibit 4.3\).](#)
 - 5.1 [Opinion of Simpson Thacher & Bartlett LLP.](#)
 - 5.2 [Opinion of Ballard Spahr LLP.](#)
 - 23.1 [Consent of Simpson Thacher & Bartlett LLP \(included in Exhibit 5.1\).](#)
 - 23.2 [Consent of Ballard Spahr LLP \(included in Exhibit 5.2\).](#)
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AQUA AMERICA, INC.

Date: April 26, 2019

By: /s/ Christopher P. Luning
Name: Christopher P. Luning
Title: Executive Vice President, General Counsel, and Secretary

Aqua America, Inc.**\$400,000,000 3.566% Senior Notes due 2029**
\$500,000,000 4.276% Senior Notes due 2049

Underwriting Agreement

April 24, 2019

RBC Capital Markets, LLC,
Goldman Sachs & Co. LLC,

As representatives (the "Representatives" or "you") of the several Underwriters named in Schedule I hereto,

c/o RBC Capital Markets, LLC,
200 Vesey Street,
New York, New York 10281.c/o Goldman Sachs & Co. LLC,
200 West Street,
New York, New York 10282.

Ladies and Gentlemen:

Aqua America, Inc., a Pennsylvania corporation (the "Company"), proposes, subject to the terms and conditions stated in this agreement (this "Agreement"), to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") an aggregate of \$400,000,000 principal amount of its 3.566% Senior Notes due 2029 (the "2029 Notes") and an aggregate of \$500,000,000 principal amount of its 4.276% Senior Notes due 2049 (the "2049 Notes") (the 2029 Notes and the 2049 Notes being collectively called the "Securities", and the offer and sale of the Securities hereunder being called the "Debt Offering"). The Securities will be issued pursuant to the base indenture, dated as of April 23, 2019, between Aqua America, as issuer, and U.S. Bank N.A., as trustee (the "Trustee"), as amended and supplemented by the first supplemental indenture thereto (the "Base Indenture"), and a related supplemental indenture, to be dated as of the Time of Delivery, between the Company and the "Trustee" (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"). This Agreement, the Securities, the Base Indenture and the Supplemental Indenture are collectively referred to herein as the "Debt Transaction Documents". The Debt Offering, including the issuance of the Securities, and the performance by the Company of its obligations under the Debt Transaction Documents, are referred to herein collectively as the "Debt Transactions".

On October 22, 2018, the Company entered into a Purchase Agreement (the "Acquisition Agreement") with LDC Parent LLC, a Delaware limited liability company ("Seller"). Pursuant to the Acquisition Agreement, on the terms and subject to the conditions set forth therein, the Company will acquire (the "Acquisition") from Seller all of the issued and outstanding limited liability company membership interests of LDC Funding LLC, a Delaware limited liability company (the "Acquired Company"), the parent of a group of natural gas public utility companies including Peoples Natural Gas Company, Peoples Gas Company, and Delta Natural Gas Co., Inc., as well as other operating subsidiaries. The Debt Offering is being conducted in connection with the Acquisition.

Also in connection with the Acquisition, the Company (a) completed a public offering of 37,370,017 shares of common stock, par value \$0.50 per share, of the Company (the “Equity Offering”), (b) completed a public offering of 13,800,000 6.00% tangible equity units, comprised of prepaid stock purchase contracts and senior amortizing notes (such units, the “TEUs” and, such offering, the “Units Offering”), (c) entered into an agreement, dated as of March 29, 2019 (the “PIPE Agreement”), to issue and sell to Canada Pension Plan Investment Board 21,661,095 shares of Stock, on the terms and subject to the conditions set forth in the PIPE Agreement (the “PIPE”), (d) entered into the Credit Agreement, dated as of December 5, 2018, among the Company, the lenders from time to time party thereto and PNC Bank, National Association, as administrative agent (the “Company Credit Agreement”), and may borrow under the Company Credit Agreement (the “Revolver Financing”) to fund a portion of the Acquisition purchase price that will be used by Seller and/or its subsidiaries to repay in full any borrowings outstanding under, and to terminate, the Second Amended and Restated Credit Agreement, dated as of June 8, 2017, among PNG Companies LLC, a Delaware limited liability company, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent, effective as of the closing of the Acquisition (such repayment and termination, the “Acquired Company Refinancing”), (e) intends to redeem up to \$313.5 million aggregate principal amount of certain of the Company’s privately placed notes (the “Company Refinancing”) and (f) may, in lieu of certain of the financings described above, enter into a senior unsecured 364-day bridge loan facility, among the Company, the lenders from time to time party thereto and Goldman Sachs Bank USA, as administrative agent (the “Bridge Loan Facility”), and may borrow under the Bridge Loan Facility (the “Bridge Loan Financing”). The Equity Offering, the Units Offering, the PIPE, the Debt Offering, the Revolver Financing, the Company Refinancing, the Acquired Company Refinancing, the Bridge Loan Financing and the Acquisition are collectively referred to herein as the “Transactions”. The Acquisition Agreement, the PIPE Agreement, the Company Credit Agreement and the Bridge Loan Facility are collectively referred to herein as the “Other Transaction Documents”.

1. The Company represents and warrants to, and agrees with, each of the Underwriters that:

(a) An “automatic shelf registration statement” as defined under Rule 405 under the Securities Act of 1933, as amended (the “Act”) on Form S-3 (File No. 333-223306) in respect of the Securities and other securities has been filed with the Securities and Exchange Commission (the “Commission”) not earlier than three years prior to the date hereof; such registration statement, and any post-effective amendment thereto, became effective on filing; and no stop order suspending the effectiveness of such registration statement or any part thereof has been issued and no proceeding for that purpose or pursuant to Section 8A of the Act has been initiated or, to the knowledge of the Company, threatened by the Commission, and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act has been received by the Company (the base prospectus filed as part of such registration statement, in the form in which it has most recently been filed with the Commission on or prior to the date of this Agreement, is hereinafter called the “Basic Prospectus”; any preliminary prospectus (including any preliminary prospectus supplement) relating to the Securities filed with the Commission pursuant to Rule 424(b) under the Act is hereinafter called a “Preliminary Prospectus”; the various parts of such registration statement, including all exhibits thereto but excluding Form T-1 and including any prospectus supplement relating to the Securities that is filed with the Commission and deemed by virtue of Rule 430B to be part of such registration statement, each as amended at the time such part of the registration statement became effective, are hereinafter collectively called the “Registration Statement”; the Basic Prospectus, as amended and supplemented immediately prior to the Applicable Time (as defined in Section 1(c) hereof), is hereinafter called the “Pricing Prospectus”; the form of the final prospectus relating to the Securities filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof is hereinafter called the “Prospectus”; any reference herein to the Basic Prospectus, the Pricing Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Act, as of the date of such prospectus; any reference to any amendment or supplement to the Basic Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any post-effective amendment to the Registration Statement, any prospectus supplement relating to the Securities filed with the Commission pursuant to Rule 424(b) under the Act and any documents filed under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and incorporated therein, in each case after the date of the Basic Prospectus, such Preliminary Prospectus, or the Prospectus, as the case may be; any reference to any amendment to the Registration Statement shall be deemed to refer to and include any annual report of the Company filed pursuant to Section 13(a) or 15(d) of the Exchange Act after the effective date of the Registration Statement that is incorporated by reference in the Registration Statement; and any “issuer free writing prospectus” as defined in Rule 433 under the Act relating to the Securities is hereinafter called an “Issuer Free Writing Prospectus”);

(b) (A) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and (B) each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”) and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information (as defined in Section 9(b));

(c) For the purposes of this Agreement, the “Applicable Time” is 4:25 p.m. (Eastern time) on the date of this Agreement. The Pricing Prospectus, as supplemented by the Issuer Free Writing Prospectus listed on Schedule II(c) hereto, taken together (collectively, the “Pricing Disclosure Package”), as of the Applicable Time did not, and as of the Time of Delivery (as defined in Section 4(a) of this Agreement) will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus; and each Issuer Free Writing Prospectus, as supplemented by and taken together with the Pricing Disclosure Package as of the Applicable Time, did not, and as of the Time of Delivery will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to statements or omissions made in the Pricing Disclosure Package or in an Issuer Free Writing Prospectus in reliance upon and in conformity with the Underwriter Information;

(d) The documents incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; any further documents so filed and incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information; and no such documents were filed with the Commission since the Commission's close of business on the business day immediately prior to the date of this Agreement and prior to the execution of this Agreement;

(e) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects to the requirements of the Act, the Trust Indenture Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement, as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, and as of the Time of Delivery, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions with respect to (i) the Statement of Eligibility of the Trustee on Form T-1 or (ii) made in reliance upon and in conformity with the Underwriter Information;

(f) Since the date of the latest audited financial statements included or incorporated by reference in the Pricing Prospectus, (i) none of the Company or any of its subsidiaries has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, (ii) there has been no adverse change in the condition, financial or otherwise, or in the earnings, business affairs or prospects of the Company or any of its subsidiaries, and (iii) none of the Company or any of its subsidiaries has entered into any transaction or agreement (whether or not in the ordinary course of business), or incurred any liability or obligation (direct or contingent), that, in the case of clause (i), (ii) and (iii), is material to the Company and its subsidiaries, taken as a whole, otherwise than as set forth or contemplated in the Pricing Prospectus. Since the respective dates as of which information is given in the Registration Statement and the Pricing Prospectus, there has not been (i) any change in the capital stock (other than as a result of (A) the exercise, if any, of stock options or the award, if any, of stock options or restricted stock in the ordinary course of business pursuant to the Company's equity plans that are described in the Pricing Prospectus and the Prospectus, (B) the issuance, if any, of Stock upon conversion of Company securities as described in the Pricing Prospectus and the Prospectus or (C) the issuance, if any, of Stock in the Equity Offering or the PIPE or of TEUs in the TEU Offering) or long term debt of the Company or any of its subsidiaries or (ii) any Material Adverse Effect (as defined below). As used in this Agreement, "Material Adverse Effect" shall mean any material adverse effect on the financial condition, prospects, business or results of operations of the Company and its subsidiaries, taken as a whole except as set forth or contemplated in the Pricing Prospectus. Except as disclosed in the Pricing Prospectus, to the knowledge of the Company, there are no pending actions, suits or proceedings against or affecting the Acquired Company or any of its subsidiaries or any of their respective properties that, if determined adversely to the Acquired Company or any of its subsidiaries, would individually or in the aggregate have a material adverse effect on the financial condition, prospects, business or results of operations of the Acquired Company and its subsidiaries, taken as a whole; and, to the knowledge of the Company, no such actions, suits or proceedings are threatened by governmental authorities or by others;

(g) Except as, individually or in the aggregate, would not have, and would not reasonably be expected to have, a Material Adverse Effect, the Company and its subsidiaries have good and marketable title to all real property or have good and valid leasehold title to or hold valid rights to lease or otherwise occupy, use, operate or access all real property and have good and marketable title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described in the Pricing Prospectus or such as do not interfere with the use made and proposed to be made of such property by the Company and its subsidiaries;

(h) Each of the Company and each of its “significant subsidiaries” (as defined in Rule 1-02 of Regulation S-X under the Exchange Act) (“Significant Subsidiaries”) has been (i) duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization, with power and authority (corporate and other) to own its properties and conduct its business as described in the Pricing Prospectus, and (ii) duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except where the failure to be so qualified in any such jurisdiction would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect;

(i) The Company has an authorized capitalization as set forth in the Pricing Prospectus and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and conform to the description of the Stock contained in the Pricing Disclosure Package and the Prospectus; and all of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except for directors’ qualifying shares) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims, except for such liens or encumbrances described in the Pricing Prospectus and the Prospectus;

(j) The Company has the requisite corporate power and authority to execute and deliver each of the Debt Transaction Documents and to perform its obligations hereunder and thereunder including, without limitation, to issue, sell and deliver the Securities; and the Company has duly and validly taken all corporate action required to be taken by it for the due and proper authorization, execution and delivery by it of each of the Debt Transaction Documents and the consummation of the Debt Transactions;

(k) The Securities have been duly and validly authorized and, when issued, executed and authenticated in accordance with the provisions of the Indenture and delivered to the Underwriters against payment therefor as provided herein, will (i) constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles (the "Enforceability Exceptions"), (ii) be entitled to the benefits provided by the Indenture; and (iii) conform in all material respects to the description thereof contained in the Pricing Disclosure Package and the Prospectus;

(l) The issue and sale of the Securities and the compliance by the Company with all of the provisions of the Debt Transaction Documents, the consummation of the Debt Transactions and the transactions contemplated in the Pricing Prospectus will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (A) any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (B) the certificate of incorporation or by-laws (or other applicable organizational document) of the Company or any of its subsidiaries, or (C) any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties except, in the case of (A), for such defaults, breaches, or violations that would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Securities by the Company contemplated by the Debt Transaction Documents, except (y) such as have been obtained under the Act and the Trust Indenture Act and (z) for such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Securities by the Underwriters;

(m) (i) Neither the Company nor any of its Significant Subsidiaries is in violation of its certificate of incorporation or by-laws (or other applicable organization document) and (ii) neither the Company nor any of its subsidiaries is (A) in violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties or (B) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except, in the case of the foregoing clause (ii), for such defaults as would not, individually or in the aggregate, have a Material Adverse Effect;

(n) The statements set forth in (i) the Pricing Prospectus and the Prospectus under the caption “Certain United States Federal Income Tax Consequences” and under the caption “Underwriting” and (ii) Parts I and II of the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2018 under the caption “Economic Regulation” (in each place that it appears) and under the caption “Environmental, Health and Safety Regulation”, insofar as they purport to describe the provisions of laws and documents, are accurate, complete and fair in all material respects;

(o) Other than as set forth in the Pricing Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property or assets of the Company or any of its subsidiaries is the subject, which, if determined adversely to the Company or any of its respective subsidiaries, would individually or in the aggregate have a Material Adverse Effect or have a material adverse effect on the ability of the Company to perform its obligations under the Debt Transaction Documents, including the issuance and sale of the Securities; and, to the knowledge of the Company, no such proceedings are threatened by governmental authorities or by others;

(p) The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof, will not be an “investment company”, as such term is defined in the Investment Company Act of 1940, as amended (the “Investment Company Act”);

(q) (i) (A) At the time of filing the Registration Statement, (B) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), and (C) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) under the Act) made any offer relating to the Securities in reliance on the exemption of Rule 163 under the Act, the Company was a “well-known seasoned issuer” as defined in Rule 405 under the Act; and (ii) at the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Securities, and at the date hereof, the Company was not and is not an “ineligible issuer,” as defined in Rule 405 under the Act;

(r) (i) PricewaterhouseCoopers LLP, who have certified certain financial statements of the Company and its subsidiaries, and have audited the Company’s internal control over financial reporting and management’s assessment thereof and (ii) to the knowledge of the Company, Deloitte & Touche LLP, who have certified certain financial statements of the Acquired Company and its subsidiaries are each independent public accountants as required by the Act and the rules and regulations of the Commission thereunder;

(s) The Company maintains a system of internal control and maintains disclosure controls and procedures, in each case that complies with the requirements of the Exchange Act and is otherwise in compliance in all material respects with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith. The Company's internal control over financial reporting and disclosure controls and procedures are each effective, and the Company is not aware of any material weaknesses in its internal control over financial reporting. The interactive data in eXtensible Business Reporting Language ("XBRL") included or incorporated by reference in the Registration Statement, the Pricing Prospectus or the Prospectus presents fairly the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(t) Except as disclosed in the Pricing Prospectus, since the date of the latest audited financial statements of the Company, included or incorporated by reference in the Pricing Prospectus, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting;

(u) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries has (A) made, offered, promised or authorized any contribution, gift, entertainment or other expense (or taken any act in furtherance thereof) in violation of an applicable anti-bribery or anti-corruption law; (B) made, offered, promised or authorized any direct or indirect payment in violation of an applicable anti-bribery or anti-corruption law; or (C) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, the Bribery Act 2010 of the United Kingdom or any other applicable anti-bribery or anti-corruption law;

(v) The operations of the Company and its subsidiaries have been conducted at all times in compliance in all material respects with the requirements of applicable anti-money laundering laws, including, but not limited to, the Bank Secrecy Act of 1970, as amended by the USA PATRIOT ACT of 2001, and the rules and regulations promulgated thereunder, and the anti-money laundering laws of the various jurisdictions in which the Company and its subsidiaries conduct business (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(w) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries, is currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person," the European Union, Her Majesty's Treasury, or the United Nations Security Council (collectively, "Sanctions"), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or target of Sanctions (including, without limitation, Crimea, Cuba, Iran, North Korea, and Syria), and the Company will not directly or knowingly indirectly use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (A) for the purpose of funding or facilitating any unlawful activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject or the target of Sanctions or (B) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions;

(x) This Agreement has been duly authorized, executed and delivered by the Company;

(y) The Indenture has been duly authorized by the Company and duly qualified under the Trust Indenture Act and, when duly executed and delivered by the Company (assuming that the Indenture is a valid and legally binding obligation of the Trustee), will constitute a valid and legally binding agreement, enforceable against the Company in accordance with its terms, except as the enforceability thereof may be limited by the Enforceability Exceptions;

(z) Each of the Acquisition Agreement and the PIPE Agreement has been duly authorized, executed and delivered by the Company and is a valid and legally binding agreement of the Company enforceable against the Company in accordance with its terms, and, to the knowledge of the Company, has been duly authorized, executed and delivered by each other party thereto, in each case except as the enforceability thereof may be limited by the Enforceability Exceptions;

(aa) Each of this Agreement, the Indenture and the Other Transaction Documents conforms or, when and if duly executed and delivered in accordance with its terms, will conform in all material respects to the description thereof (if any) contained in the Pricing Prospectus and the Prospectus;

(bb) The financial statements of the Company included in the Registration Statement, the Pricing Prospectus and the Prospectus present fairly, in all material respects, the financial position of the Company and its subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company and its subsidiaries for the periods specified; and said financial statements have been prepared in conformity with U.S. generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved. The pro forma financial information of the Company, and the related notes thereto, incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus fairly represent in all material respects the information therein, has been prepared in accordance with Regulation S-X under the Exchange Act and provide a reasonable basis for presenting the significant effects of the transactions and circumstances referred to therein, and the assumptions used in preparation thereof, in the reasonable judgment of the Company's management and subject to the qualifications therein, are reasonable; the related pro forma adjustments are directly attributable to the transactions or events described therein and give appropriate effect to those assumptions in all material respects; and the pro forma columns therein reflect the proper application of those adjustments to the corresponding historical financial statement in all material respects;

(cc) To the knowledge of the Company, the financial statements of the Acquired Company included in the Registration Statement, the Pricing Prospectus and the Prospectus, together with the related schedules and notes, present fairly, in all material respects, the financial position of the Acquired Company and its subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Acquired Company and its subsidiaries for the periods specified; and said financial statements have been prepared in conformity with GAAP applied on a consistent basis throughout the periods involved. To the knowledge of the Company, the supporting schedules of the Acquired Company, if any, present fairly, in all material respects, in accordance with GAAP the information required to be stated therein;

(dd) Except with respect to taxes that are being contested in good faith or as otherwise disclosed in the Pricing Prospectus, (i) each of the Company and its subsidiaries have paid all federal, state, local and foreign taxes required to be paid and filed all tax returns required to be filed, in each case, through the date hereof, except for such failures to pay or file as would not individually or in the aggregate have a Material Adverse Effect, and (ii) there is no tax deficiency that has been asserted against the Company, any of its subsidiaries or any of their respective properties or assets that would, individually or in the aggregate, have a Material Adverse Effect;

(ee) The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in the Registration Statement, Pricing Prospectus and the Prospectus, except where the failure to possess or make the same would not, individually or in the aggregate, have a Material Adverse Effect; and, except as described in the Registration Statement, the Pricing Prospectus and the Prospectus, neither the Company nor any of its subsidiaries has received notice of any revocation or modification of any material license, certificate, permit or authorization or has any reason to believe that any material license, certificate, permit or authorization will not be renewed in the ordinary course;

(ff) Except as otherwise disclosed in the Pricing Prospectus, (i) the Company and its subsidiaries (A) are, and at all prior times were, in compliance with any and all applicable federal, state, local and foreign laws, rules, regulations, legally binding requirements or judicial or administrative decisions and orders relating to the protection of the environment or natural resources, or human health or safety, to the extent relating to exposure to hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "Environmental Laws"), including with respect to any real property currently or formerly owned or operated by the Company or any of its subsidiaries that is known or reasonably anticipated to be contaminated with any hazardous or toxic substances or wastes, pollutants or contaminants, (B) have received and are in compliance with all permits, licenses, or other legal authorizations or approvals required of them under applicable Environmental Laws to conduct their respective businesses as currently conducted and (C) have not received written notice of any liability, violation or claim under or relating to any Environmental Laws, including for human exposure to, or the investigation or remediation of any disposal or release of, hazardous or toxic substances or wastes, pollutants or contaminants, and have no knowledge of any event or condition that would reasonably be expected to result in any such notice, and (ii) to the knowledge of the Company, there are no costs or liabilities associated with Environmental Laws of or relating to the Company or any of its subsidiaries, except in the case of each of (i) and (ii) above, as would not, individually or in the aggregate, have a Material Adverse Effect; and (iii) except as otherwise disclosed in the Pricing Prospectus, (A) there are no judicial or administrative proceedings that are pending against the Company or any of its subsidiaries under any Environmental Laws in which a governmental entity is also a party, and, to the knowledge of the Company, no such proceedings are threatened, in each case other than such proceedings regarding which it is reasonably believed no monetary sanctions of \$100,000 or more will be imposed, and (B) the Company and its subsidiaries are not aware of any issues regarding compliance with Environmental Laws, or liabilities or other obligations under Environmental Laws or concerning hazardous or toxic substances or wastes, pollutants or contaminants, that would reasonably be expected to have a Material Adverse Effect;

(gg) Except as disclosed in the Registration Statement, the Pricing Prospectus and the Prospectus, (i) the Company, its subsidiaries and any “employee benefit plan” (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder (collectively, “ERISA”)) established or maintained by the Company, its subsidiaries or their ERISA Affiliates (as defined below) are in compliance with ERISA, and (ii) no “reportable event” (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any “employee benefit plan” established or maintained by the Company, any of its subsidiaries or any of their ERISA Affiliates, in either case, other than as would not, individually or in the aggregate, have a Material Adverse Effect. “ERISA Affiliate” means, with respect to the Company and its subsidiaries, any member of any group of organizations described in Sections 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”), of which the Company or such subsidiary is a member;

(hh) Except as described in the Pricing Prospectus and except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) no material labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is contemplated or threatened and (ii) the Company is not aware of any existing or imminent labor disturbance by the employees of any of principal suppliers or contractors;

(ii) The Company and its subsidiaries have insurance covering their properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts and insures against such losses and risks as the Company believes are adequate to protect the Company and its subsidiaries; and neither the Company nor any of its subsidiaries has (i) received notice from any insurer under a material insurance policy or agent of such insurer that material capital improvements or other expenditures are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing material insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business;

(jj) Except as would not, individually or in the aggregate, have a Material Adverse Effect, the Company and each of its subsidiaries owns or possesses, or can acquire on reasonable terms, adequate patents, patent licenses, trademarks, service marks and trade names necessary to carry on its business as presently conducted, and neither the Company nor any of its subsidiaries has received any notice of infringement of or conflict with asserted rights of others with respect to any patents, patent licenses, trademarks, service marks or trade names that in the aggregate, if the subject of an unfavorable decision, ruling or finding, is reasonably likely, individually or in the aggregate, to have a Material Adverse Effect;

(kk) The Company and its subsidiaries (i) have implemented and maintain commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("Personal Data")) used in connection with their respective businesses, and there have been no breaches, violations, outages or unauthorized uses of or accesses to the same, except for those that have been remedied without material cost or liability or the duty to notify any other person, except as would not, individually or in the aggregate, have a Material Adverse Effect and (ii) are in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification;

(ll) The Company has not taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities;

(mm) To the knowledge of the Company, since the date of the latest financial statements of the Acquired Company included or incorporated by reference in the Pricing Prospectus, and except as disclosed in the Pricing Prospectus, there has not been any material adverse change in the business, financial condition, prospects or results of operations of Acquired Company and its subsidiaries, taken as a whole; and

(nn) To the knowledge of the Company, (i) each party to the Acquisition Agreement is in compliance in all material respects with its respective covenants and agreements contained in the Acquisition Agreement and required to be performed or complied with by such party prior to the Acquisition and (ii) all representations and warranties made by the Seller in the Acquisition Agreement (x) were, as of the date of the Acquisition Agreement, true and correct (for the avoidance of doubt, giving effect to any limitation as to "materiality" or "Material Adverse Effect" (as defined in the Acquisition Agreement) or similar limitation as set forth in such representations and warranties) and (y) are, true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" (as defined in the Acquisition Agreement) or similar limitation as set forth therein), except, in the case of (y), where the failure to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect assuming the consummation of the Acquisition.

2. Subject to the terms and conditions herein set forth, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price of (a) with respect to the 2029 Notes, 99.350% of the aggregate principal amount of the 2029 Notes, plus accrued interest, if any, from April 26, 2019 to the Time of Delivery hereunder and (b) with respect to the 2049 Notes, 99.124% of the aggregate principal amount of the 2049 Notes, plus accrued interest, if any, from April 26, 2019 to the Time of Delivery hereunder, in each case, in the aggregate principal amount of 2029 Notes and 2049 Notes, as applicable, set forth opposite the name of such Underwriter in Schedule I hereto.

3. Upon the authorization by you of the release of the Securities, the several Underwriters propose to offer the Securities for sale upon the terms and conditions set forth in the Pricing Prospectus and the Prospectus.

4. (a) The Securities to be purchased by each Underwriter hereunder will be represented by one or more definitive global Securities in book-entry form which will be deposited by or on behalf of the Company with The Depository Trust Company (“DTC”) or its designated custodian. The Company will deliver the Securities to the Representatives, for the account of each Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by the Company to the Representatives at least forty-eight hours in advance, by causing DTC to credit the Securities to the account of RBC Capital Markets, LLC at DTC. The Company will cause the certificates, if any, representing the Securities to be made available for checking at least twenty-four hours prior to the Time of Delivery (as defined below) with respect thereto at the office of DTC or its designated custodian (the “Designated Office”). The time and date of such delivery and payment shall be 9:30 a.m., New York City time, on April 26, 2019, or such other time and date as the Representatives and the Company may agree upon in writing. Such time and date is herein called the “Time of Delivery”.

(b) The documents to be delivered at the Time of Delivery by or on behalf of the parties hereto pursuant to Section 8 hereof, including the cross-receipt for the Securities and any additional documents requested by the Underwriters pursuant to Section 8(l) hereof, will be delivered at the offices of Cravath, Swaine & Moore LLP, 825 Eighth Avenue, New York, New York, 10019 (the “Closing Location”), and the Securities will be delivered at the Designated Office, all at the Time of Delivery. A meeting will be held at the Closing Location at 5:00 p.m., New York City time, on the New York Business Day next preceding the Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Agreement, “New York Business Day” shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close.

5. The Company agrees with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission’s close of business on the second business day following the date of this Agreement; to make no further amendment or any supplement to the Registration Statement, the Basic Prospectus or the Prospectus prior to the Time of Delivery which shall be reasonably disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to prepare a final term sheet, containing a description of the Securities, in a form approved by you, and to file such final term sheet pursuant to and within the period required by Rule 433(d); to file promptly all other material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required in connection with the offering or sale of the Securities; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Securities, of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act, of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose or pursuant to Section 8A of the Act, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order; and in the event of any such issuance of a notice of objection, promptly to take such steps including, without limitation, amending the Registration Statement or filing a new registration statement, at its own expense, as may be necessary to permit offers and sales of the Securities by the Underwriters (references herein to the Registration Statement shall include any such amendment or new registration statement);

(b) If required by Rule 430B(h) under the Act, to prepare a form of prospectus in a form approved by you and to file such form of prospectus pursuant to Rule 424(b) under the Act not later than may be required by Rule 424(b) under the Act; and to make no further amendment or supplement to such form of prospectus which shall be disapproved by you promptly after reasonable notice thereof;

(c) If by the third anniversary (the “Renewal Deadline”) of the initial effective date of the Registration Statement, any of the Securities remain unsold by the Underwriters, the Company will file, if it has not already done so and is eligible to do so, a new automatic shelf registration statement relating to the Securities, in a form satisfactory to you. If at the Renewal Deadline the Company is no longer eligible to file an automatic shelf registration statement, the Company will, if it has not already done so, file a new shelf registration statement relating to the Securities, in a form satisfactory to you and will use its best efforts to cause such registration statement to be declared effective within 180 days after the Renewal Deadline. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Securities to continue as contemplated in the expired registration statement relating to the Securities. References herein to the Registration Statement shall include such new automatic shelf registration statement or such new shelf registration statement, as the case may be;

(d) Promptly from time to time to take such action as you may reasonably request to qualify the Securities for offering and sale under the securities laws of such jurisdictions as you may reasonably request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Securities, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction;

(e) Prior to 10:00 a.m., New York City time, on the New York Business Day next succeeding the date of this Agreement and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Securities and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Act, the Exchange Act or the Trust Indenture Act, to notify you and upon your request to file such document and to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Securities at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(f) To the extent not otherwise provided in the Company's Exchange Act filings to make generally available to its securityholders as soon as practicable, but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(g) During the period beginning from the date hereof and continuing to and including the Time of Delivery or such earlier time as the Representatives may notify the Company, not to offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to, any securities of the Company that are substantially similar to the Securities or publicly disclose the intention to make any offer, sale, pledge, grant, disposition or filing without the prior written consent of RBC Capital Markets, LLC and Goldman Sachs & Co. LLC;

(h) To pay the required Commission filing fees relating to the Securities within the time required by Rule 456(b)(1) under the Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) under the Act;

(i) To use the net proceeds received by it from the sale of the Securities pursuant to this Agreement in the manner specified in the Pricing Prospectus under the caption "Use of Proceeds"; and

(j) Upon request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter an electronic version of the Company's trademarks, servicemarks and corporate logo for use on the website, if any, operated by such Underwriter for the purpose of facilitating the on-line offering of the Securities (the "License"); provided, however, that the License shall be used solely for the purpose described above, is granted without any fee and may not be assigned or transferred.

6. (a) (i) The Company represents and agrees that, other than the final term sheet prepared and filed pursuant to Section 5(a) hereof, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Securities that would constitute a “free writing prospectus” as defined in Rule 405 under the Act; (ii) each Underwriter represents and agrees that, other than one or more term sheets relating to the Securities containing customary information (which, in their final form, will not be inconsistent with the final term sheet) and conveyed to purchasers of Securities, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Securities that would constitute a free writing prospectus required to be filed with the Commission; (iii) any such free writing prospectus the use of which has been consented to by the Company and the Representatives is listed on Schedule II(a) or Schedule II(c) hereto;

(b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and

(c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus any event occurred or occurs as a result of which such Issuer Free Writing Prospectus would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus or other document which will correct such conflict, statement or omission; provided, however, that this representation and warranty shall not apply to any statements or omissions in an Issuer Free Writing Prospectus made in reliance upon and in conformity with the Underwriter Information.

7. The Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company’s counsel and accountants and the Acquired Company’s accountants in connection with the registration of the Securities under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, any Debt Transaction Documents and any of the Other Transaction Documents (including any compilations thereof), the Blue Sky Memorandum, and any other documents in connection with the offering, purchase, sale and delivery of the Securities; (iii) all expenses in connection with the qualification of the Securities for offering and sale under state securities laws as provided in Section 5(d) hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey; (iv) any fees charged by securities rating services for rating the Securities; (v) the filing fees incident to, and the fees and disbursements of counsel for the Underwriters in connection with, any required review by the Financial Industry Regulatory Authority (“FINRA”) of the terms of the sale of the Securities; (vi) the cost of preparing the Securities; (vii) the costs and expenses of the Company in connection with any “road show” presentation to potential investors; provided that the expenses related to the chartering of any airplanes shall be paid 50% by the Company and 50% by the Underwriters; (viii) the fees and expenses of the Trustee and the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Securities; and (ix) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section, and Sections 9 and 12 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Securities by them, and any advertising expenses connected with any offers they may make.

8. The obligations of the Underwriters hereunder shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company herein are, at and as of the Applicable Time and the Time of Delivery, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filings by Rule 433; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose or pursuant to Section 8A of the Act shall have been initiated or threatened by the Commission and no notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act shall have been received; no stop order suspending or preventing the use of the Preliminary Prospectus, Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Cravath, Swaine & Moore LLP, counsel for the Underwriters, shall have furnished to you their written opinion and negative assurance letter, dated the Time of Delivery and addressed to the Underwriters, in form and substance reasonably satisfactory to you, with respect to such matters as you may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Simpson Thacher & Bartlett LLP, counsel for the Company, shall have furnished to you their written opinion and negative assurance letter, dated the Time of Delivery and addressed to the Underwriters, in form and substance reasonably satisfactory to you;

(d) Ballard Spahr LLP, special Pennsylvania counsel for the Company, shall have furnished to you their written opinion, dated the Time of Delivery and addressed to the Underwriters, in form and substance reasonably satisfactory to you;

(e) Christopher P. Luning, Senior Vice President, General Counsel and Secretary for the Company (or his successor), shall have furnished to you his written opinion, dated such Time of Delivery and addressed to the Underwriters, in form and substance reasonably satisfactory to you;

(f) On the date of the Prospectus at a time prior to the execution of this Agreement, at 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at the Time of Delivery, each of (i) PricewaterhouseCoopers LLP and (ii) Deloitte & Touche LLP shall have furnished to you their respective letter or letters, dated the respective dates of delivery thereof, in form and substance reasonably satisfactory to you, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to financial statements and certain financial information contained or incorporated by reference in each of the Registration Statement, the Pricing Prospectus and the Prospectus; provided, however, that the letters delivered at the Time of Delivery shall, in each case, use a "cut-off" date no more than three business days prior to the Time of Delivery;

(g) (i) Neither the Company nor any of its subsidiaries shall have sustained since the date of its latest audited financial statements included or incorporated by reference in the Pricing Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Prospectus, there shall not have been any change in or affecting the business, financial position, prospects or results of operations of (A) the Company and its subsidiaries, taken as a whole, or (B) the Company and its subsidiaries assuming the consummation of the Acquisition otherwise than as set forth or contemplated in the Pricing Prospectus and the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in your judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Securities on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(h) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded the Company's debt securities by S&P Global Ratings, a division of S&P Global Inc., to lower than "BBB+" or Moody's Investors Services, Inc. to lower than "Baa2", and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities;

(i) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the NYSE; (ii) a suspension or material limitation in trading in the Company's securities on the NYSE; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in your judgment makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Securities on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus; and

(j) The Company shall have furnished or caused to be furnished to you at the Time of Delivery, certificates reasonably satisfactory to the Representatives of the President or any Vice President and a principal financial or accounting officer of the Company, in their capacity as such and not personally, to the effect that (A) the representations and warranties of the Company in this Agreement are, at and as of the Applicable Time and the Time of Delivery, true and correct in all respects, (B) the Company has complied in all respects with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Time of Delivery and (C) subsequent to the date of the most recent financial statements of the Company in the Pricing Disclosure Package and the Prospectus, there has been no material adverse change in the business, financial condition, prospects or results of operations of the Company and its subsidiaries taken as a whole except as set forth or contemplated by the Pricing Disclosure Package and the Prospectus.

9. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any "roadshow" as defined in Rule 433(h) under the Act (a "roadshow") or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, in reliance upon and in conformity with the Underwriter Information.

(b) Each Underwriter will, severally and not jointly, indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus or any such amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow in reliance upon and in conformity with the Underwriter Information; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred. As used in this Agreement with respect to an Underwriter and an applicable document, "Underwriter Information" shall mean the written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; it being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: (i) the information contained in the fifth, sixth, seventh, eighth and ninth sentences of the second paragraph under the caption "Underwriting", (ii) the information contained in the third and fourth sentences of the fifth paragraph under the caption "Underwriting" and (iii) the information contained in the seventh and eighth paragraphs under the caption "Underwriting".

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; provided that the failure to notify the indemnifying party shall not relieve it from any liability that it may have under the preceding paragraphs of this Section 9 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under the preceding paragraphs of this Section 9. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Securities. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) The obligations of the Company under this Section 9 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of each Underwriter, each person, if any, who controls any Underwriter within the meaning of the Act and each broker-dealer affiliate of any Underwriter; and the obligations of the Underwriters under this Section 9 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company within the meaning of the Act.

10. (a) If any Underwriter shall default in its obligation to purchase the Securities which it has agreed to purchase hereunder, you may in your discretion arrange for you or another party or other parties to purchase such Securities on the terms contained herein. If within thirty six hours after such default by any Underwriter you do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of thirty six hours within which to procure another party or other parties satisfactory to you to purchase such Securities on such terms. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Securities, or the Company notifies you that it has so arranged for the purchase of such Securities, you or the Company shall have the right to postpone the Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Securities.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate principal amount of such Securities which remains unpurchased does not exceed one eleventh of the aggregate principal amount of all the Securities, then the Company shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Securities which such Underwriter agreed to purchase hereunder and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the principal amount of Securities which such Underwriter agreed to purchase hereunder) of the Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate principal amount of Securities which remains unpurchased exceeds one eleventh of the aggregate principal amount of all the Securities, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Securities of a defaulting Underwriter or Underwriters, then this Agreement shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 7 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

11. The respective indemnities, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter, any officer or director or controlling person of any Underwriter, any broker-dealer affiliate of any Underwriter, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Securities.

12. If this Agreement shall be terminated pursuant to Section 10 hereof, the Company shall not then be under any liability to any Underwriter except as provided in Sections 7 and 9 hereof; but, if for any other reason, the Securities are not delivered by or on behalf of the Company as provided herein, the Company will reimburse the Underwriters through you for all out of pocket expenses approved in writing by you, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Securities, but the Company shall then be under no further liability to any Underwriter except as provided in Sections 7 and 9 hereof.

13. In all dealings hereunder, you shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by you.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to the Representatives in care of RBC Capital Markets, LLC, Brookfield Place, 200 Vesey Street, 8th Floor, New York, New York 10281, Attention: Transaction Management Group, Fax: (212) 428-6308; and Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282-2198, Attention: Registration Department; and if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Registration Statement, Attention: Secretary; provided, however, that any notice to an Underwriter pursuant to Section 9(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by you upon request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the underwriters to properly identify their respective clients.

14. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and, to the extent provided in Sections 9 and 11 hereof, the officers and directors of the Company or any Underwriter, each person who controls the Company or any Underwriter and any broker-dealer affiliate of any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Securities from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

15. Time shall be of the essence of this Agreement. As used herein, the term “business day” shall mean any day when the Commission’s office in Washington, D.C. is open for business.

16. The Company acknowledges and agrees that (i) the purchase and sale of the Securities pursuant to this Agreement is an arm’s-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement and (iv) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

17. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof; provided, however, that the Engagement Letter shall remain in full force and effect to the extent provided in accordance with the terms thereof.

18. **This Agreement and any transaction contemplated by this Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Company agrees that any suit or proceeding arising in respect of this Agreement or any transaction contemplated by this Agreement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the Company agrees to submit to the jurisdiction of, and to venue in, such courts.**

19. The Company and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the Debt Transactions.

20. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

21. Notwithstanding anything herein to the contrary, the Company is authorized to disclose to any persons the U.S. federal and state income tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company relating to that treatment and structure, without the Underwriters’ imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, “tax structure” is limited to any facts that may be relevant to that treatment.

22. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) As used in this section:

“BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“Covered Entity” means any of the following:

- (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[Signature Page Follows]

If the foregoing is in accordance with your understanding, please sign and return to us six counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement between each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination upon request, but without warranty on your part as to the authority of the signers thereof.

Very truly yours,

Aqua America, Inc.

By: /s/ Christopher P. Luning

Name: Christopher P. Luning
Title: Executive Vice President,
General Counsel and Secretary

Accepted as of the date hereof:

RBC Capital Markets, LLC

By: /s/ Scott G. Primrose

Name: Scott G. Primrose
Title: Authorized Signatory

Goldman Sachs & Co. LLC

By: /s/ Raffael Fiumara

Name: Raffael Fiumara
Title: Vice President

On behalf of each of the Underwriters

[Signature Page to Underwriting Agreement (Notes)]

SCHEDULE I

Underwriter	Principal Amount of 2029 Notes to be Purchased	Principal Amount of 2049 Notes to be Purchased
RBC Capital Markets, LLC	\$ 120,200,000.00	\$ 150,250,000.00
Goldman Sachs & Co. LLC	120,200,000.00	150,250,000.00
Merrill Lynch, Pierce, Fenner & Smith Incorporated	30,000,000.00	37,500,000.00
Morgan Stanley & Co. LLC	30,000,000.00	37,500,000.00
Wells Fargo Securities, LLC	21,200,000.00	26,500,000.00
PNC Capital Markets LLC	26,000,000.00	32,500,000.00
Barclays Capital Inc.	21,200,000.00	26,500,000.00
Citizens Capital Markets, Inc.	7,200,000.00	9,000,000.00
The Huntington Investment Company	7,200,000.00	9,000,000.00
MUFG Securities Americas Inc.	7,200,000.00	9,000,000.00
J.P. Morgan Securities LLC	4,800,000.00	6,000,000.00
TD Securities (USA) LLC	4,800,000.00	6,000,000.00
Total	\$ 400,000,000.00	\$ 500,000,000.00

SCHEDULE II

(a) Issuer Free Writing Prospectuses not included in the Pricing Disclosure Package:

1. Electronic roadshow dated April 24, 2019.

(b) Additional Documents Incorporated by Reference: None.

(c) Issuer Free Writing Prospectus included in the Pricing Disclosure Package:

1. Final term sheet, dated as of the date hereof, prepared and filed pursuant to Section 5(a) of the Agreement, in the form attached hereto as Annex I.

FORM OF TERM SHEET

Annex I – 1

Aqua America, Inc.

\$400,000,000 3.566% Senior Notes Due 2029
\$500,000,000 4.276% Senior Notes Due 2049

*The information in this pricing term sheet relates only to the offering of the 2029 Notes and the 2049 Notes and should be read together with (i) the preliminary prospectus supplement, dated April 24, 2019, as filed with the Securities and Exchange Commission (the "SEC") pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the "**Preliminary Prospectus Supplement**"), and (ii) the related base prospectus dated February 28, 2018, included in the Registration Statement (File No. 333-223306), in each case, including the documents incorporated by reference therein. Terms used but not defined herein have the meanings assigned to such terms in the Preliminary Prospectus Supplement.*

Issuer: Aqua America, Inc. ("**Issuer**")

Expected Ratings of Securities (Moody's / S&P)*: Baa2 (Stable) / A (CreditWatch Negative)

Trade Date: April 24, 2019

Settlement Date: April 26, 2019 (T+2)

Title of Securities: 3.566% Senior Notes due 2029 (the "**2029 Notes**")
4.276% Senior Notes due 2049 (the "**2049 Notes**")

Principal Amount: 2029 Notes: \$400,000,000
2049 Notes: \$500,000,000

Maturity Date: 2029 Notes: May 1, 2029
2049 Notes: May 1, 2049

Interest Payment Dates: 2029 Notes: May 1 and November 1, commencing November 1, 2019
2049 Notes: May 1 and November 1, commencing November 1, 2019

Record Dates: 2029 Notes: April 15 and October 15
2049 Notes: April 15 and October 15

Coupon: 2029 Notes: 3.566% per annum
2049 Notes: 4.276% per annum

Benchmark Treasury:	2029 Notes: 2.625% due February 15, 2029 2049 Notes: 3.375% due November 15, 2048
Benchmark Treasury Price and Yield:	2029 Notes: 100-30 / 2.516% 2049 Notes: 108-27 / 2.926%
Spread to Benchmark Treasury:	2029 Notes: T + 105 basis points 2049 Notes: T + 135 basis points
Yield to Maturity:	2029 Notes: 3.566% 2049 Notes: 4.276%
Public Offering Price:	2029 Notes: 100.000% of principal amount 2049 Notes: 99.999% of principal amount
Net Proceeds (After Deducting Underwriting Discount):	2029 Notes: \$397,400,000 2049 Notes: \$495,620,000
Optional Redemption:	The 2029 Notes may be redeemed, in whole or in part, at any time prior to February 1, 2029 (three months prior to maturity) at the greater of par and make-whole at a discount rate of Treasury plus 20 basis points; par call at any time on or after February 1, 2029 The 2049 Notes may be redeemed, in whole or in part, at any time prior to November 1, 2048 (six months prior to maturity) at the greater of par and make-whole at a discount rate of Treasury plus 25 basis points; par call at any time on or after November 1, 2048
Special Mandatory Redemption:	The Notes are subject to special mandatory redemption as described in the Preliminary Prospectus Supplement
CUSIP/ISIN:	2029 Notes: 03836WAB9 / US03836WAB90 2049 Notes: 03836WAC7 / US03836WAC73
Joint Bookrunners:	RBC Capital Markets, LLC Goldman Sachs & Co. LLC Merrill Lynch, Pierce, Fenner & Smith Incorporated Morgan Stanley & Co. LLC Wells Fargo Securities, LLC
Co-Managers:	PNC Capital Markets LLC Barclays Capital Inc. Citizens Capital Markets, Inc. The Huntington Investment Company MUFG Securities Americas Inc. J.P. Morgan Securities LLC TD Securities (USA) LLC

Issuer has filed a registration statement (including a prospectus and the related Preliminary Prospectus Supplement) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement, the Preliminary Prospectus Supplement and other documents Issuer has filed with the SEC for more complete information about the offering to which this communication relates. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the Issuer, any underwriter or any dealer participating in the offering will arrange to send you the Preliminary Prospectus Supplement and the accompanying prospectus if you request them by calling toll free at 1-866-375-6829 or 1-866-471-2526.

This communication should be read in conjunction with the Preliminary Prospectus Supplement and the accompanying prospectus. The information in this communication supersedes the information in the Preliminary Prospectus Supplement and the accompanying prospectus to the extent inconsistent with the information in the Preliminary Prospectus Supplement and the accompanying prospectus.

ANY DISCLAIMERS OR OTHER NOTICES THAT MAY APPEAR BELOW ARE NOT APPLICABLE TO THIS COMMUNICATION AND SHOULD BE DISREGARDED. SUCH DISCLAIMERS OR OTHER NOTICES WERE AUTOMATICALLY GENERATED AS A RESULT OF THIS COMMUNICATION BEING SENT VIA BLOOMBERG OR ANOTHER EMAIL SYSTEM.

AQUA AMERICA, INC.,

as Issuer,

AND

U.S. BANK N.A.,

as Trustee

Third Supplemental Indenture

Dated as of April 26, 2019

to Indenture

Dated as of April 23, 2019

\$400,000,000 3.566% Senior Notes due 2029

\$500,000,000 4.276% Senior Notes due 2049

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THIRD SUPPLEMENTAL INDENTURE dated as of April 26, 2019 (this “**Supplemental Indenture**”) between AQUA AMERICA, INC., a Pennsylvania corporation (the “**Company**”), and U.S. BANK N.A., a national banking association, as trustee (the “**Trustee**”), supplementing the Indenture dated as of April 23, 2019, between the Company and the Trustee (such Indenture, as previously supplemented by the First Supplemental Indenture dated as of April 23, 2019 between the Company and the Trustee, the “**Base Indenture**”).

RECITALS OF THE COMPANY:

WHEREAS, the Company executed and delivered the Base Indenture to provide for, among other things, the issuance of unsecured debt securities in an unlimited aggregate principal amount to be issued from time to time in one or more series as provided in the Base Indenture;

WHEREAS, the Base Indenture provides that the Company may enter into an indenture supplemental to the Base Indenture to establish the form and terms of any series of Securities as provided by Section 3.01 and Section 9.01(7) of the Base Indenture;

WHEREAS, the Company desires and has requested the Trustee to join it in the execution and delivery of this Supplemental Indenture in order to establish and provide for the issuance by the Company of two series of Securities (each, a “series”) designated as its (i) 3.566% Senior Notes due 2029 (the “**2029 Notes**”) and (ii) 4.276% Senior Notes due 2049 (the “**2049 Notes**”) and, together with the 2029 Notes, the “**Notes**”), substantially in the form attached as Exhibits A-I and A-II hereto, respectively, on the respective terms set forth herein;

WHEREAS, the Company now wishes to issue 2029 Notes and 2049 Notes in an aggregate initial principal amount of \$400,000,000 and \$500,000,000, respectively; and

WHEREAS, the Company has requested that the Trustee execute and deliver this Supplemental Indenture, and all requirements necessary to make (i) this Supplemental Indenture a valid instrument in accordance with its terms and (ii) the Notes, when executed by the Company and authenticated and delivered by the Trustee, the valid obligations of the Company, have been performed, and the execution and delivery of this Supplemental Indenture have been duly authorized in all respects.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, for and in consideration of the premises and the purchases of the Notes by the Holders thereof, it is mutually agreed, for the benefit of the parties hereto and the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01. *Scope of Supplemental Indenture; General.* The changes, modifications and supplements to the Base Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the 2029 Notes and the 2049 Notes (which shall be initially in the aggregate initial principal amount of \$400,000,000 and \$500,000,000, respectively) and shall not apply to any other Securities that may be issued under the Base Indenture unless a supplemental indenture with respect to such other Securities specifically incorporates such changes, modifications and supplements. This Supplemental Indenture shall, where applicable, supersede any corresponding provisions in the Base Indenture.

Section 1.02. Definitions. For all purposes of the Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (i) the terms defined in this Article 1 shall have the meanings assigned to them in this Article and include the plural as well as the singular;
- (ii) all words, terms and phrases defined in the Base Indenture (but not otherwise defined herein) shall have the same meaning herein as in the Base Indenture;
- (iii) all other terms used herein that are defined in the Trust Indenture Act, either directly or by reference therein, shall have the meanings assigned to them therein; and
- (iv) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision.

“**2029 Notes**” has the meaning ascribed to it in the Recitals hereof.

“**2049 Notes**” has the meaning ascribed to it in the Recitals hereof.

“**2029 Notes Maturity Date**” has the meaning ascribed to it in Section 2.04(a).

“**2049 Notes Maturity Date**” has the meaning ascribed to it in Section 2.04(a).

“**Acquisition**” has the meaning ascribed to it in Section 4.01(c).

“**Acquisition Agreement**” has the meaning ascribed to it in Section 4.01(c).

“**Additional Notes**” has the meaning ascribed to it in Section 2.01(a).

“**Applicable Par Call Date**” means (i) with respect to the 2029 Notes, February 1, 2029 (three months prior to the Maturity Date of such Notes) and (ii) with respect to the 2049 Notes, November 1, 2048 (six months prior to the Maturity Date of such Notes).

“**Applicable Spread**” means (i) with respect to the 2029 Notes, 20 basis points and (ii) with respect to the 2049 Notes, 25 basis points.

“**Base Indenture**” has the meaning ascribed to it in the preamble hereof.

“**Business Day**” means any day other than a Saturday, Sunday or any day on which banking institutions in New York, New York are authorized or obligated by applicable law or executive order to close or be closed.

“**close of business**” means 5:00 p.m. (New York City time).

“**Company**” has the meaning ascribed to it in the preamble hereof and shall also refer to any successor obligor under the Indenture.

“**Comparable Treasury Issue**” means, with respect to each series of Notes, the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of such series of Notes to be redeemed (assuming that such series of Notes matured on the Applicable Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to such remaining term.

“**Comparable Treasury Price**” means, with respect to any Optional Redemption Date for a series of Notes to be redeemed, (i) if the Independent Investment Banker obtains four or more applicable Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations after excluding the highest and lowest of such applicable Reference Treasury Dealer Quotations or (ii) if the Independent Investment Banker obtains fewer than four applicable Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations.

“**Depository**” means The Depository Trust Company until a successor Depository shall have become such pursuant to the applicable provisions of the Indenture, and thereafter “**Depository**” shall mean such successor Depository.

“**Global Note**” means any Note that is a Global Security.

“**Holder**” means the Person in whose name a Note is registered on the Security Registrar’s books.

“**Indenture**” means the Base Indenture, as supplemented by this Supplemental Indenture as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental thereto entered into pursuant to the applicable provisions thereof, including, for all purposes of this instrument and any such supplemental indenture, the provisions of the Trust Indenture Act that are deemed to be a part of and govern the Base Indenture, this Supplemental Indenture and any such supplemental indenture, respectively.

“**Independent Investment Banker**” means, with respect to each series of Notes, one of the Reference Treasury Dealers appointed by the Company to act as the “Independent Investment Banker.”

“**Interest Payment Date**” has the meaning ascribed to it in Section 2.04(b).

“**LDC**” has the meaning ascribed to it in Section 4.01(c).

“**Maturity Date**” means (i) with respect to the 2029 Notes, the 2029 Notes Maturity Date and (ii) with respect to the 2049 Notes, the 2049 Notes Maturity Date.

“**Notes**” has the meaning ascribed to it in the preamble hereof.

“**Optional Redemption Date**” has the meaning ascribed to it in Section 3.02(a).

“**Paying Agent**” means any Person (including the Company) authorized by the Company to pay the principal amount of or any premium or interest on any Notes on behalf of the Company. The Paying Agent shall initially be the Trustee.

“**Prospectus Supplement**” means the preliminary prospectus supplement dated April 24, 2019, as supplemented by the related pricing term sheet dated April 24, 2019, related to the offering and sale of the Notes.

“**Redemption Date**,” when used with respect to any Notes to be redeemed, means the date fixed for such redemption by or pursuant to the Indenture (including, without limitation, the Special Mandatory Redemption Date, if applicable).

“**Redemption Price**,” when used with respect to any Note to be redeemed, means the price at which such Note is to be redeemed pursuant to the Indenture.

“**Reference Treasury Dealer Quotation**” means, with respect to each Reference Treasury Dealer and any Optional Redemption Date for a series of Notes to be redeemed, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue for such series of Notes to be redeemed on such Optional Redemption Date (expressed in each case as a percentage of its aggregate principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third Business Day preceding such Optional Redemption Date.

“**Reference Treasury Dealers**” mean, with respect to each series of Notes, (i) RBC Capital Markets, LLC and Goldman Sachs & Co. LLC (or their respective affiliates which are Primary Treasury Dealers (as defined below)), and their respective successors; provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States (a “**Primary Treasury Dealer**”), the Company will substitute therefor another Primary Treasury Dealer; and (ii) any other Primary Treasury Dealer(s) selected by the Company.

“**Regular Record Date**” has the meaning ascribed to it in Section 2.04(b).

“**Special Mandatory Redemption**” has the meaning ascribed to it in Section 4.01(a).

“**Special Mandatory Redemption Date**” has the meaning ascribed to it in Section 4.01(c).

“**Special Mandatory Redemption Event**” has the meaning ascribed to it in Section 4.01(a).

“**Special Mandatory Redemption Outside Date**” has the meaning ascribed to it in Section 4.01(a).

“**Special Mandatory Redemption Price**” has the meaning ascribed to it in Section 4.01(a).

“**Supplemental Indenture**” has the meaning ascribed to it in the preamble hereof.

“**Surviving Person**” has the meaning ascribed to it in Section 5.01.

“**Treasury Rate**” means, with respect to any Optional Redemption Date applicable to a series of Notes, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue for such series of the Notes to be redeemed on such Optional Redemption Date, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its aggregate principal amount) equal to the applicable Comparable Treasury Price for such Optional Redemption Date.

“**Trustee**” means the party named in the preamble hereof until a successor replaces such party in accordance with the applicable provisions of the Indenture and thereafter means the successor serving hereunder.

ARTICLE 2

THE SECURITIES

Section 2.01. *Title and Terms; Additional Notes*

(a) There is hereby authorized a series of Securities designated the “3.566% Senior Notes due 2029” and a series of Securities designated the “4.276% Senior Notes due 2049” limited in aggregate initial principal amount to \$400,000,000 and \$500,000,000, respectively, which amounts shall be as set forth in any written order of the Company for authentication and delivery of Notes pursuant to Section 3.03 of the Base Indenture. The Company may, from time to time, without the consent of the Holders of Notes, create and issue additional Notes (“**Additional Notes**”) ranking equally with a particular series of Notes in all respects so that such Additional Notes shall form a single series with such Notes and shall have the same terms as such Notes, except for the public offering price, the issue date and, if applicable, the payment of interest accruing prior to the issue date of such Additional Notes and the first payment of interest following the issue date of such Additional Notes; provided that (i) if the Additional Notes are not fungible with the Outstanding Notes of the applicable series for U.S. federal income tax purposes, the Additional Notes will have one or more separate CUSIP numbers and (ii) no Additional Notes of a series may be issued if an Event of Default has occurred and is continuing with respect to such series of Notes.

(b) The Indenture shall not limit the total aggregate principal amount of Additional Notes that the Company may issue hereunder.

Section 2.02. *Form of the Notes; Global Securities; Initial Depositary; Legend.*

(a) The Notes will initially be issued only in full registered form without coupons. The Notes of each series shall be issued in whole or in part in the form of one or more Global Securities in substantially the form set forth in Exhibit A-I or A-II hereto, as applicable, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange on which the Notes of such series may be listed or as may, consistently herewith, be determined by the officers of the Company executing such Notes, as evidenced by their execution of the Notes.

(b) Each Global Security shall initially be deposited with, or on behalf of, The Depository Trust Company, as the initial Depositary, and registered in the name of Cede & Co., as nominee of the Depositary. For so long as The Depository Trust Company serves as the Depositary with respect to any such Global Securities, such Global Securities authenticated and delivered hereunder shall bear a legend in substantially the following form:

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Section 2.03. *Minimum Denomination.* The Notes shall be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

Section 2.04. *Stated Maturity; Interest Rates; Regular Record Date.*

(a) The Stated Maturity of the 2029 Notes shall be May 1, 2029 (the “**2029 Notes Maturity Date**”) and the Stated Maturity of the 2049 Notes shall be May 1, 2049 (the “**2049 Notes Maturity Date**”).

(b) The 2029 Notes shall bear interest at the rate of 3.566% per annum and the 2049 Notes shall bear interest at the rate of 4.276% per annum, in each case computed on the basis of a 360-day year of twelve 30-day months. Interest on the Notes of each series will be payable semi-annually in arrears on May 1 and November 1 of each year, beginning on November 1, 2019 (each, an “**Interest Payment Date**”) to the Person in whose name the Note is registered at the close of business on the immediately preceding April 15 and October 15, respectively (each, a “**Regular Record Date**”). Interest on the Notes of each series will accrue from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid from April 26, 2019 to but excluding the Interest Payment Date or other date of payment for which accrued interest is paid, until the principal hereof is paid or made available for payment.

(c) Anything in the Indenture to the contrary notwithstanding, if any Interest Payment Date, Redemption Date or Maturity of the Notes of a series is not a Business Day at any Place of Payment, then payment of the principal, premium, if any, and interest may be made on the next Business Day at that Place of Payment. In that case, no interest will accrue on the amount payable on the Notes of such series for the period from and after the applicable Interest Payment Date, Redemption Date or Maturity, as the case may be, to the date of such payment on the next Business Day.

Section 2.05. *No Sinking Fund; Not Redeemable at Option of Holders.* (a) The Notes of each series will not be subject to a sinking fund and the provisions of Article XII of the Base Indenture shall not apply to the Notes; and (b) the Notes will not otherwise be repayable or redeemable at the option of the Holders.

Section 2.06. *Paying Agent and Security Registrar.* The Trustee is hereby appointed as initial Paying Agent and initial Security Registrar for the Notes. The Notes shall be payable at the Corporate Trust Office of the Trustee.

Section 2.07. *No Conversion.* The provisions of Article XV of the Base Indenture shall not apply to the Notes.

Section 2.08. *No Prohibitions on Tender Offers; Repurchases of Notes.* Nothing in the Indenture shall prohibit the purchase of Notes by the Company by tender offer, in the open market or by private agreement, subject to applicable law.

Section 2.09. *Other Terms of the Notes.* The other terms of the 2029 Notes and the 2049 Notes shall be as expressly set forth herein and in Exhibits A-I and A-II hereto, respectively.

ARTICLE 3

OPTIONAL REDEMPTION BY THE COMPANY

The provisions of Article XI of the Base Indenture, as amended by the provisions of this Supplemental Indenture, shall apply to the Notes with respect to this Article 3.

Section 3.01. *Optional Redemption.*

(a) Prior to the Applicable Par Call Date, the Company may at its option redeem the Notes of a series, in whole or in part, at any time or from time to time, at a Redemption Price in respect of the Notes to be redeemed equal to the greater of the following amounts, *plus*, in each case, accrued and unpaid interest thereon, if any, to, but excluding, the Optional Redemption Date therefor:

- (i) 100% of the aggregate principal amount of such Notes being redeemed on such Optional Redemption Date; and
- (ii) the sum of the present values of the remaining scheduled payments of principal and interest on such Notes being redeemed that would be due if the series of such Notes to be redeemed matured on the Applicable Par Call Date (not including any portion of such payments of interest accrued to such Optional Redemption Date) discounted to such Optional Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate *plus* the Applicable Spread for the series of such Notes to be redeemed.

(b) On and after the Applicable Par Call Date, the Company may at its option redeem the Notes of a series, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the aggregate principal amount of such Notes being redeemed, *plus* accrued and unpaid interest thereon, if any, to, but excluding, the Optional Redemption Date therefor.

(c) If the Company redeems Notes of a series at its option, then (a) notwithstanding the foregoing (and without duplication), installments of interest on the Notes of such series that are due and payable on any Interest Payment Date falling on or prior to an Optional Redemption Date for the Notes of such series will be payable on that Interest Payment Date to the Holders thereof as of the close of business on the Regular Record Date immediately preceding such Interest Payment Date, according to the terms of the Notes of such series and the Indenture and (b) the Redemption Price for such Notes will, if applicable, be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 3.02. *Notice of Optional Redemption; Deposit of Redemption Price.*

(a) If the Company elects to redeem the Notes of a series, in whole or in part, at its option pursuant to Section 3.01, the Company (or, at the Company's request, the Trustee on behalf of the Company) shall transmit notice of such redemption at least 10 days but not more than 60 days before the Redemption Date for such redemption (any such Redemption Date, as delayed pursuant to Section 3.04, if applicable, an "**Optional Redemption Date**") to each registered Holder of the Notes of the particular series to be redeemed in whole or in part. Such notice of redemption shall specify the aggregate principal amount of such Notes to be redeemed (or, if such Notes are to be redeemed in whole, that such Notes are to be redeemed in whole), the CUSIP and ISIN numbers of such Notes to be redeemed, the date fixed as the Optional Redemption Date for such redemption, the Redemption Price for such Notes to be redeemed (or if not then ascertainable, the manner of calculation thereof), any conditions applicable to such redemption, the place or places of payment and that payment will be made upon presentation and surrender of such Notes. In addition, if any conditions are applicable to such redemption, such notice of redemption shall state that the Company may delay the Optional Redemption Date for such redemption until such time as any or all such conditions shall be satisfied, and may rescind any related notice of redemption, in which case such redemption shall not occur, in the event that any or all such conditions shall not have been satisfied by the date fixed as the Optional Redemption Date or, if applicable, by the Optional Redemption Date so delayed.

(b) Once notice of redemption is sent to Holders, Notes called for redemption will, subject to satisfaction of the conditions, if any, set forth in such notice of redemption, become due and payable on the Optional Redemption Date for such Notes at the Redemption Price for such series of Notes, *plus* accrued and unpaid interest thereon, if any, to, but excluding, such Optional Redemption Date. On or before 12:00 p.m. (New York City time) on such Optional Redemption Date, the Company will deposit with the Trustee or with one or more Paying Agents (or, if the Company is acting as its own Paying Agent, the Company will segregate and hold in trust as provided in Section 10.03 of the Base Indenture) an amount of U.S. Dollars sufficient to redeem on such Optional Redemption Date all of such Notes so called for redemption and that become so due and payable at the appropriate Redemption Price for such Notes, together with accrued and unpaid interest thereon, if any, to, but excluding, such Optional Redemption Date. Unless the Company defaults in payment of the Redemption Price for the Notes called for redemption or in the payment of accrued and unpaid interest thereon, if any, to, but excluding, such Optional Redemption Date, commencing on such Optional Redemption Date interest on such Notes so called for redemption and that become so due and payable will cease to accrue and Holders of such Notes will have no rights with respect to such Notes except the right to receive the Redemption Price for such Notes and unpaid interest thereon, if any, to, but excluding, such Optional Redemption Date.

Section 3.03. *Partial Redemption.* If fewer than all of the Notes of a particular series are to be redeemed by the Company pursuant to Section 3.01, selection of such Notes to be redeemed will be made pro rata or by lot by the Trustee, or by such other method as the Trustee shall deem fair and appropriate; provided that if all of the Notes of such series are represented by one or more Global Securities, interests in the Notes of such series to be redeemed will be selected for redemption by the Depositary in accordance with its standard procedures therefor. Upon surrender of any Note redeemed in part, the Holder will receive a new Note equal in principal amount to the unredeemed portion of the surrendered Note. No Notes of a principal amount of \$2,000 or less shall be redeemed in part.

Section 3.04. *Conditional Redemption.* Any redemption pursuant to this Article 3 may, in the Company's discretion, be subject to the satisfaction of one or more conditions precedent. If a redemption pursuant to this Article 3 is subject to the satisfaction of one or more conditions precedent, the Company may delay the Optional Redemption Date for such redemption until such time as any or all such conditions shall be satisfied, and may rescind any related notice of redemption, in which case such redemption shall not occur, in the event that any or all such conditions shall not have been satisfied by the date fixed as the Optional Redemption Date or, if applicable, by the Optional Redemption Date so delayed.

ARTICLE 4

SPECIAL MANDATORY REDEMPTION

Section 4.01. *Special Mandatory Redemption.*

(a) If (i) the Acquisition (as defined below) has not been consummated on or prior to April 22, 2020 (the "**Special Mandatory Redemption Outside Date**"), (ii) on or prior to the Special Mandatory Redemption Outside Date and prior to the consummation of the Acquisition, the Acquisition Agreement (as defined below) is terminated or (iii) prior to the consummation of the Acquisition the Company otherwise publicly announces that the Acquisition will not be consummated (each, a "**Special Mandatory Redemption Event**"), then the Company will be required to redeem (the "**Special Mandatory Redemption**") each series of the Outstanding Notes on the Special Mandatory Redemption Date (as defined below) at a Redemption Price equal to 101% of the aggregate principal amount of the Outstanding Notes of such series (the "**Special Mandatory Redemption Price**"), *plus* accrued and unpaid interest thereon, if any, to, but excluding, the Special Mandatory Redemption Date.

(b) Notwithstanding the foregoing (and without duplication), installments of interest on the Notes of a series that are due and payable on any Interest Payment Dates falling on or prior to the Special Mandatory Redemption Date will be payable on such Interest Payment Dates to the registered Holders thereof as of the close of business on the Regular Record Date immediately preceding such Interest Payment Date, according to the terms of the Notes of such series and the Indenture.

(c) Solely for purposes of this Article 4, the following terms have the meanings ascribed to them below:

"**Acquisition**" means the Company's acquisition of all of the issued and outstanding limited liability company membership interests of LDC, the parent of a group of natural gas companies, in accordance with the Acquisition Agreement.

"**Acquisition Agreement**" means the Purchase Agreement dated October 22, 2018, by and between LDC Parent LLC, a Delaware limited liability company and an indirect owner of 100% of the outstanding limited liability company interests of LDC, as the same may be amended or supplemented from time to time.

“**LDC**” means LDC Funding LLC, a Delaware limited liability company.

“**Special Mandatory Redemption Date**” means the 20th day (or if such day is not a Business Day, the first Business Day thereafter) after the occurrence of a Special Mandatory Redemption Event.

Section 4.02. *Notice of Special Mandatory Redemption; Deposit of Redemption Price.*

(a) The Company will cause the notice of Special Mandatory Redemption to be transmitted, with a copy to the Trustee, within five Business Days after the occurrence of a Special Mandatory Redemption Event, to each registered Holder of Notes. Such notice shall state, in addition to the other matters required by the Indenture, that a Special Mandatory Redemption Event has occurred (and shall describe generally the nature of such event) and that all of the Outstanding Notes will be redeemed on the Special Mandatory Redemption Date set forth in such notice.

(b) Once notice of Special Mandatory Redemption is sent to Holders, the Notes of each series will become due and payable on the Special Mandatory Redemption Date at the Special Mandatory Redemption Price for such series, *plus* accrued and unpaid interest thereon, if any, to, but excluding, the Special Mandatory Redemption Date, and will be paid upon surrender thereof for redemption. Unless the Company defaults in payment of the Special Mandatory Redemption Price for a particular series of Notes or in the payment of accrued and unpaid interest thereon, if any, to, but excluding, the Special Mandatory Redemption Date, commencing on the Special Mandatory Redemption Date interest will cease to accrue on the Notes of such series and Holders of such Notes will have no rights with respect to such Notes except the right to receive the Special Mandatory Redemption Price for such Notes and unpaid interest thereon, if any, to, but excluding, the Special Mandatory Redemption Date.

(c) To the extent not otherwise set forth in Section 4.01 or in Section 4.02(a), the provisions of Sections 11.04 through 11.06 of the Base Indenture shall apply to any redemption pursuant to Section 4.01 except to the extent that any provision of Sections 11.04 through 11.06 of the Base Indenture conflicts with any provision of Section 4.01 or Section 4.02(a) or (b), in which case the provisions of Section 4.01 or Section 4.02 (a) or (b), as applicable, shall govern and be controlling.

ARTICLE 5

SUCCESSOR CORPORATION

Section 5.01. *Amendments to Article VIII of the Base Indenture.* For purposes of the Notes, Section 8.01 of the Base Indenture shall be amended and restated in its entirety to the following:

“Section 8.01 When Company May Merge, Etc. The Company shall not consolidate or merge with or into any other entity, or sell, transfer, lease or otherwise convey its properties and assets as an entirety or substantially as an entirety to any entity, unless:

(1) (i) the Company is the continuing entity (in the case of a merger) or (ii) the successor entity formed by such consolidation or into which it is merged or which acquires by sale, transfer, lease or other conveyance of its properties and assets, as an entirety or substantially as an entirety (any such other entity being referred to herein as the “**Surviving Person**”), is a corporation organized and existing under the laws of the United States of America or any State thereof or the District of Columbia, and expressly assumes, by supplemental indenture, the due and punctual payment of principal, premium and interest on the Notes and the performance of all of the covenants under this Indenture;

(2) immediately after giving effect to the transaction, no Event of Default, and no event which after notice or lapse of time or both would become an Event of Default under this Indenture, has or will have occurred and be continuing; and

(3) if a supplemental indenture is required in connection with such transaction, the Company has delivered to the Trustee an Officers’ Certificate and an Opinion of Counsel, each stating that such consolidation, merger, assignment, or transfer and such supplemental indenture comply with this Article VIII and that all conditions precedent herein provided relating to such transaction have been satisfied.”

ARTICLE 6

AMENDMENTS, SUPPLEMENTS AND WAIVERS

Section 6.01. *Amendments to Article IX of the Base Indenture.*

(a) For purposes of the Notes, Section 9.01 of the Base Indenture shall be amended and restated in its entirety with the following:

“Section 9.01 Supplemental Indentures Without Consent of Holders. Without the consent of any Holders, the Company, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes:

(1) to cure any ambiguity, omission, defect or inconsistency in this Indenture; or

(2) to provide for the assumption by a successor corporation as set forth in Article VIII; or

(3) to comply with any requirements of the Commission in connection with the qualification of this Indenture under the Trust Indenture Act;

or

(4) to evidence and provide for the acceptance of appointment with respect to the Notes by a successor Trustee in accordance with this Indenture, and add or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts under this Indenture by more than one Trustee; or

(5) to secure the Notes; or

(6) to add guarantees with respect to the Notes; or

(7) to add covenants or Events of Default for the benefit of the Holders or surrender any right or power conferred upon the Company; or

(8) to make any change that does not adversely affect the rights of any Holder in any material respect; or

(9) to conform the provisions of this Indenture or the Notes to any provision of the “Description of the Notes” section in the Prospectus Supplement.”

(b) For purposes of the Notes, Section 9.02(3) of the Base Indenture shall be amended and restated in its entirety with the following:

“(3) modify any of the provisions of this Section or Section 5.13 or Section 10.06, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Outstanding Security affected thereby, provided, however, that this clause shall not be deemed to require the consent of any Holder with respect to changes in the references to “the Trustee” and concomitant changes in this Section, or the deletion of this proviso, in accordance with the requirements of Sections 6.11 and 9.01(8), or”.

ARTICLE 7

NO REDEMPTION UPON A DESIGNATED EVENT AND A RATING DECLINE

Section 7.01. *Article XIII of the Base Indenture Inapplicable.* Article XIII of the Base Indenture shall not apply to the Notes.

ARTICLE 8

DEFEASANCE AND COVENANT DEFEASANCE

Section 8.01. *Amendments to Article XIV of the Base Indenture.* For purposes of the Notes, the word “money” in clauses (A) and (B) of Section 14.04(1) of the Base Indenture shall be deemed replaced with the words “U.S. Dollars.”

ARTICLE 9

MISCELLANEOUS

Section 9.01. *Conflict with Trust Indenture Act.* If any provision hereof limits, qualifies or conflicts with a provision of the Trust Indenture Act that is required under such Act to be a part of and govern this Supplemental Indenture, the latter provision shall control. If any provision of this Supplemental Indenture modifies or excludes any provision of the Trust Indenture Act that may be so modified or excluded, the latter provision shall be deemed to apply to this Supplemental Indenture as so modified or to be excluded, as the case may be. Wherever this Supplemental Indenture refers to a provision of the Trust Indenture Act, such provision is incorporated by reference in and made a part of this Supplemental Indenture.

Section 9.02. *Effect of Headings and Table of Contents.* The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 9.03. *Successors and Assigns.* All covenants and agreements in this Supplemental Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

Section 9.04. *Separability.* In case any provision in this Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 9.05. *Benefits of Supplemental Indenture.* Nothing in this Supplemental Indenture or in the Notes, express or implied, shall give to any Persons, other than the parties hereto and their successors hereunder and the Holders, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

Section 9.06. *Governing Law and Jury Trial Waiver.* THIS SUPPLEMENTAL INDENTURE AND THE NOTES AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED THERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE COMPANY AND THE TRUSTEE, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE OR THE SECURITIES.

Section 9.07. *Ratification of Indenture.* The Base Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided. The provisions of this Supplemental Indenture shall, subject to the terms hereof, supersede the provisions of the Base Indenture to the extent the Base Indenture is inconsistent herewith.

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

[Remainder of the page intentionally left blank]

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

AQUA AMERICA, INC., as
the Company

By: /s/ Christopher P. Luning
Name: Christopher P. Luning
Title: Executive Vice President, General Counsel and Secretary

U.S. BANK N.A., as
Trustee

By: /s/ Gregory P. Guim
Name: Gregory P. Guim
Title: Vice President

[Signature Page to Third Supplemental Indenture]

[FORM OF FACE OF NOTE]

[THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS NOTE MAY NOT BE TRANSFERRED TO, OR REGISTERED OR EXCHANGED FOR NOTES REGISTERED IN THE NAME OF, ANY PERSON OTHER THAN THE DEPOSITARY OR A NOMINEE THEREOF AND NO SUCH TRANSFER MAY BE REGISTERED, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. EVERY NOTE AUTHENTICATED AND DELIVERED UPON REGISTRATION OF TRANSFER OF, OR IN EXCHANGE FOR OR IN LIEU OF, THIS NOTE SHALL BE A GLOBAL NOTE SUBJECT TO THE FOREGOING, EXCEPT IN SUCH LIMITED CIRCUMSTANCES.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]*

* Include only if a Global Note.

AQUA AMERICA, INC.
3.566% SENIOR NOTES DUE 2029

No. _____

\$ _____

CUSIP No.: 03836WAB9
ISIN No.: US0383WAB90

AQUA AMERICA, INC., a Pennsylvania corporation (the “**Company**,” which term includes any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to _____, or registered assigns (the “**Holder**”), the initial principal amount of _____ (\$_____) on May 1, 2029 and to pay accrued but unpaid interest thereon semi-annually in arrears on May 1 and November 1 of each year, beginning on November 1, 2019 (each, an “**Interest Payment Date**”). Interest shall accrue from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid from April 26, 2019 to but excluding the Interest Payment Date or other date of payment for which accrued interest is paid, at the rate of 3.566% per annum, until the principal hereof is paid or made available for payment.

Interest on this Note shall be computed on the basis of a 360-day year of twelve 30-day months. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on the Regular Record Date for such interest, which shall be the April 15 and October 15 immediately preceding the relevant Interest Payment Date, as applicable. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Notes of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and any such interest on this Note will be made at the office or agency of the Company maintained for that purpose, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

AQUA AMERICA, INC.,

By:

Name:

Title:

CERTIFICATE OF AUTHENTICATION

U.S. Bank N.A., as Trustee, certifies that this is one of the Securities of the series designated herein referred to in the within mentioned Indenture.

Dated:

U.S. BANK N.A., as
Trustee

By:

Authorized Signatory

[REVERSE OF NOTE]

AQUA AMERICA, INC.

3.566% Senior Notes due 2029

This Note is one of a duly authorized series of Securities of the Company designated as its 3.566% Senior Notes due 2029 (herein sometimes referred to as the “Notes”), issued under the Indenture, dated as of April 23, 2019, between the Company and U.S. Bank N.A., as trustee (the “Trustee,” which term includes any successor trustee under the Indenture) (including any provisions of the Trust Indenture Act that are deemed incorporated therein) (the “Base Indenture”), as supplemented by the First Supplemental Indenture, dated as of April 23, 2019 between the Company and the Trustee, dated as of April 23, 2019 (the “First Supplemental Indenture”), and the Third Supplemental Indenture, dated as of April 26, 2019 (the “Third Supplemental Indenture” and, together with the First Supplemental Indenture, the “Supplemental Indentures”) between the Company and the Trustee (the Base Indenture, as supplemented by the Supplemental Indentures, the “Indenture”), to which Indenture reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders. The terms of other series of Securities issued under the Base Indenture may vary with respect to interest rates, issue dates, maturity, redemption, repayment, currency of payment and otherwise as provided in the Base Indenture. The Base Indenture further provides that securities of a single series may be issued at various times, with different maturity dates and may bear interest at different rates.

The Notes may be redeemed at the option of the Company prior to their Stated Maturity, as provided in Article 3 of the Supplemental Indenture.

The Supplemental Indenture provides that upon the occurrence of a Special Mandatory Redemption Event, the Company shall redeem this Note upon the terms and subject to the conditions set forth in Article 4 of the Supplemental Indenture. Section 4.02 of the Supplemental Indenture provides that the Company will cause the notice of Special Mandatory Redemption to be transmitted, with a copy to the Trustee, within five Business Days after the occurrence of a Special Mandatory Redemption Event, to each registered Holder of Notes.

This Note is not entitled to the benefit of any sinking fund. The Indenture contains provisions for satisfaction and discharge, legal defeasance and covenant defeasance of this Note upon compliance by the Company with certain conditions set forth therein, which provisions apply to this Note.

If an Event of Default with respect to the Notes shall occur and be continuing, the principal of the Notes of this series may be declared due and payable immediately, in the manner, subject to the conditions and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the Company and the Trustee, with the consent of the Holders of not less than a majority in principal amount of the Outstanding Notes, to execute supplemental indentures for certain purposes as described therein.

No provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Note at the time, place and rate, and in the coin or currency, herein and in the Indenture prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note shall be registered on the Security Register of the Company, upon due presentation of this Note for registration of transfer at the office or agency of the Company in the Borough of Manhattan, The City of New York, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder hereof or by his attorney duly authorized in writing, and thereupon the Company shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Note or Notes in authorized denominations and for a like aggregate principal amount.

The Notes will be issued only in full registered form without coupons, in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

The Company or Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer of this Note. No service charge shall be made for any such transfer or for any exchange of this Note as contemplated by the Indenture. The Company, the Trustee and any agent of the Company or the Trustee may deem and treat the Person in whose name this Note is registered upon the Security Register for the Notes as the absolute owner of this Note (whether or not this Note shall be overdue and notwithstanding any notice of ownership or writing thereon made by anyone other than the Registrar) for the purpose of receiving payment of or on account of the principal of and, subject to the provisions of the Indenture, interest on this Note and for all other purposes; and neither the Company nor the Trustee nor any agent of the Company or the Trustee shall be affected by any notice to the contrary.

This Note and the Indenture and any claim, controversy or dispute arising under or related thereto shall be governed by and construed in accordance with the laws of the State of New York.

Capitalized terms used but not defined in this Note shall have the meanings ascribed to such terms in the Indenture.

No recourse shall be had for the payment of any premium, principal or interest on this Note, or for any claim based hereon, or upon any obligation, covenant or agreement of the Company in the Indenture, against any incorporator, stockholder, officer or director, past, present or future of the Company or of any predecessor or successor, either directly or through the Company or any predecessor or successor, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment of penalty or otherwise; and all such personal liability is expressly released and waived as a condition of, and as part of the consideration for, the issuance of this Note.

In the event of any inconsistency between the provisions of this Note and the provisions of the Indenture, the Indenture shall prevail.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers this Note to:

(Insert assignee's social security or tax identification number)

(Insert address and zip code of assignee)

and irrevocably appoints

agent to transfer this Note on the books of the Company. The agent may substitute another to act for him or her.

Date:

Signature:

Signature Guarantee:

(Sign exactly as your name appears on the other side of this Note)

SIGNATURE GUARANTEE

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

By: _____
Name:
Title:

as Trustee

By: _____
Name:
Title:

Attest

By: _____
Name:
Title:

[FORM OF FACE OF NOTE]

[THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS NOTE MAY NOT BE TRANSFERRED TO, OR REGISTERED OR EXCHANGED FOR NOTES REGISTERED IN THE NAME OF, ANY PERSON OTHER THAN THE DEPOSITARY OR A NOMINEE THEREOF AND NO SUCH TRANSFER MAY BE REGISTERED, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. EVERY NOTE AUTHENTICATED AND DELIVERED UPON REGISTRATION OF TRANSFER OF, OR IN EXCHANGE FOR OR IN LIEU OF, THIS NOTE SHALL BE A GLOBAL NOTE SUBJECT TO THE FOREGOING, EXCEPT IN SUCH LIMITED CIRCUMSTANCES.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]*

* Include only if a Global Note.

AQUA AMERICA, INC.
4.276% SENIOR NOTES DUE 2049

No. _____

\$ _____

CUSIP No.: 03836WAC7

ISIN No.: US03836WAC73

AQUA AMERICA, INC., a Pennsylvania corporation (the “**Company**,” which term includes any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to _____, or registered assigns (the “**Holder**”), the initial principal amount of _____ (\$_____) on May 1, 2049 and to pay accrued but unpaid interest thereon semi-annually in arrears on May 1 and November 1 of each year, beginning on November 1, 2019 (each, an “**Interest Payment Date**”). Interest shall accrue from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid from April 26, 2019 to but excluding the Interest Payment Date or other date of payment for which accrued interest is paid, at the rate of 4.276% per annum, until the principal hereof is paid or made available for payment.

Interest on this Note shall be computed on the basis of a 360-day year of twelve 30-day months. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on the Regular Record Date for such interest, which shall be the April 15 and October 15 immediately preceding the relevant Interest Payment Date, as applicable. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Notes of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and any such interest on this Note will be made at the office or agency of the Company maintained for that purpose, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

AQUA AMERICA, INC.,

By:

Name:

Title:

CERTIFICATE OF AUTHENTICATION

U.S. Bank N.A., as Trustee, certifies that this is one of the Securities of the series designated herein referred to in the within mentioned Indenture.

Dated:

U.S. BANK N.A., as
Trustee

By:

Authorized Signatory

[REVERSE OF NOTE]

AQUA AMERICA, INC.

4.276% Senior Notes due 2049

This Note is one of a duly authorized series of Securities of the Company designated as its 4.276% Senior Notes due 2049 (herein sometimes referred to as the “Notes”), issued under the Indenture, dated as of April 23, 2019, between the Company and U.S. Bank N.A., as trustee (the “Trustee,” which term includes any successor trustee under the Indenture) (including any provisions of the Trust Indenture Act that are deemed incorporated therein) (the “Base Indenture”), as supplemented by the First Supplemental Indenture, dated as of April 23, 2019 between the Company and the Trustee, dated as of April 23, 2019 (the “First Supplemental Indenture”), and the Third Supplemental Indenture, dated as of April 26, 2019 (the “Third Supplemental Indenture” and, together with the First Supplemental Indenture, the “Supplemental Indentures”) between the Company and the Trustee (the Base Indenture, as supplemented by the Supplemental Indentures, the “Indenture”), to which Indenture reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders. The terms of other series of Securities issued under the Base Indenture may vary with respect to interest rates, issue dates, maturity, redemption, repayment, currency of payment and otherwise as provided in the Base Indenture. The Base Indenture further provides that securities of a single series may be issued at various times, with different maturity dates and may bear interest at different rates.

The Notes may be redeemed at the option of the Company prior to their Stated Maturity, as provided in Article 3 of the Supplemental Indenture.

The Supplemental Indenture provides that upon the occurrence of a Special Mandatory Redemption Event, the Company shall redeem this Note upon the terms and subject to the conditions set forth in Article 4 of the Supplemental Indenture. Section 4.02 of the Supplemental Indenture provides that the Company will cause the notice of Special Mandatory Redemption to be transmitted, with a copy to the Trustee, within five Business Days after the occurrence of a Special Mandatory Redemption Event, to each registered Holder of Notes.

This Note is not entitled to the benefit of any sinking fund. The Indenture contains provisions for satisfaction and discharge, legal defeasance and covenant defeasance of this Note upon compliance by the Company with certain conditions set forth therein, which provisions apply to this Note.

If an Event of Default with respect to the Notes shall occur and be continuing, the principal of the Notes of this series may be declared due and payable immediately, in the manner, subject to the conditions and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the Company and the Trustee, with the consent of the Holders of not less than a majority in principal amount of the Outstanding Notes, to execute supplemental indentures for certain purposes as described therein.

No provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Note at the time, place and rate, and in the coin or currency, herein and in the Indenture prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note shall be registered on the Security Register of the Company, upon due presentation of this Note for registration of transfer at the office or agency of the Company in the Borough of Manhattan, The City of New York, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder hereof or by his attorney duly authorized in writing, and thereupon the Company shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Note or Notes in authorized denominations and for a like aggregate principal amount.

The Notes will be issued only in full registered form without coupons, in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

The Company or Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer of this Note. No service charge shall be made for any such transfer or for any exchange of this Note as contemplated by the Indenture. The Company, the Trustee and any agent of the Company or the Trustee may deem and treat the Person in whose name this Note is registered upon the Security Register for the Notes as the absolute owner of this Note (whether or not this Note shall be overdue and notwithstanding any notice of ownership or writing thereon made by anyone other than the Registrar) for the purpose of receiving payment of or on account of the principal of and, subject to the provisions of the Indenture, interest on this Note and for all other purposes; and neither the Company nor the Trustee nor any agent of the Company or the Trustee shall be affected by any notice to the contrary.

This Note and the Indenture and any claim, controversy or dispute arising under or related thereto shall be governed by and construed in accordance with the laws of the State of New York.

Capitalized terms used but not defined in this Note shall have the meanings ascribed to such terms in the Indenture.

No recourse shall be had for the payment of any premium, principal or interest on this Note, or for any claim based hereon, or upon any obligation, covenant or agreement of the Company in the Indenture, against any incorporator, stockholder, officer or director, past, present or future of the Company or of any predecessor or successor, either directly or through the Company or any predecessor or successor, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment of penalty or otherwise; and all such personal liability is expressly released and waived as a condition of, and as part of the consideration for, the issuance of this Note.

In the event of any inconsistency between the provisions of this Note and the provisions of the Indenture, the Indenture shall prevail.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers this Note to:

(Insert assignee's social security or tax identification number)
(Insert address and zip code of assignee)
and irrevocably appoints

agent to transfer this Note on the books of the Company. The agent may substitute another to act for him or her.

Date: Signature:

Signature Guarantee:

(Sign exactly as your name appears on the other side of this Note)

SIGNATURE GUARANTEE

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

By: _____
Name:
Title:

as Trustee

By: _____
Name:
Title:

Attest

By: _____
Name:
Title:

Simpson Thacher & Bartlett LLP

425 LEXINGTON AVENUE
NEW YORK, NY 10017-3954

TELEPHONE: +1-212-455-2000
FACSIMILE: +1-212-455-2502

Direct Dial Number

E-mail Address

Aqua America, Inc.
762 W. Lancaster Avenue
Bryn Mawr, Pennsylvania 19010-3489

April 26, 2019

Ladies and Gentlemen:

We have acted as counsel to Aqua America, Inc., a Pennsylvania corporation (the "Company"), in connection with the Registration Statement on Form S-3 (File No. 333-223306) (the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended, relating to the issuance by the Company from time to time of an indeterminate initial offering price of, among other securities, senior debt securities of the Company.

We have examined the Registration Statement; the Underwriting Agreement dated April 24, 2019 (the "Underwriting Agreement"), between the Company and the underwriters named therein pursuant to which such underwriters have agreed to purchase \$400,000,000 aggregate principal amount of 3.566% Senior Notes due 2029 (the "2029 Notes") and \$500,000,000 aggregate principal amount of 4.276% Senior Notes due 2049 (together with the 2029 Notes, the "Notes") issued by the Company; and the Indenture, dated as of April 23, 2019 (the "Base Indenture"), between the Company and U.S. Bank N.A., as trustee (the "Trustee"), as supplemented by the First Supplemental Indenture dated as of April 23, 2019 (the "First Supplemental Indenture"), between the Company and the Trustee, and the Third Supplemental Indenture dated as of April 26, 2019 (the "Third Supplemental Indenture" and, together with the Base Indenture and the First Supplemental Indenture, the "Indenture"), between the Company and the Trustee; and duplicates of the global notes representing the Notes. In addition, we have examined, and have relied as to matters of fact upon, originals, or duplicates or certified or conformed copies, of such records, agreements, documents and other instruments and such certificates or comparable documents of public officials and of officers and representatives of the Company and have made such other investigations as we have deemed relevant and necessary in connection with the opinions hereinafter set forth.

In rendering the opinion set forth below, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies and the authenticity of the originals of such latter documents. We also have assumed that the Indenture is the valid and legally binding obligation of the Trustee.

In rendering the opinion set forth below, we have assumed further that (1) the Company is validly existing and in good standing under the law of the Commonwealth of Pennsylvania and has duly authorized, executed, issued and delivered the Underwriting Agreement, the Indenture and the Notes, as applicable, in accordance with its organizational documents and the law of the Commonwealth of Pennsylvania, (2) the execution, issuance, delivery and performance by the Company of the Underwriting Agreement, the Indenture and the Notes, as applicable, do not constitute a breach or violation of its organizational documents or violate the law of the Commonwealth of Pennsylvania or any other jurisdiction (except that no such assumption is made with respect to the law of the State of New York) and (3) the execution, issuance, delivery and performance by the Company of the Underwriting Agreement, the Indenture and the Notes, as applicable, do not constitute a breach or default under any agreement or instrument which is binding upon the Company.

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that assuming due authentication thereof by the Trustee and upon payment and delivery in accordance with the provisions of the Underwriting Agreement, the Notes will constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms.

Our opinion set forth above is subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing. In addition, we express no opinion as to the validity, legally binding effect or enforceability of (A) Section 1.10 of the Base Indenture, (B) Section 2.6 of the First Supplemental Indenture and (C) Section 9.04 of the Third Supplemental Indenture, in each case relating to the separability of provisions of the Indenture.

We do not express any opinion herein concerning any law other than the law of the State of New York.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Current Report on Form 8-K of the Company filed with the Commission in connection with the offer and sale of the Notes and to the use of our name under the caption "Legal Matters" in the prospectus included in the Registration Statement.

Very truly yours,

/s/ Simpson Thacher & Bartlett LLP

SIMPSON THACHER & BARTLETT LLP

1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599
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April 26, 2019

Aqua America, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010

RE: Aqua America, Inc.

Ladies and Gentlemen:

We have acted as counsel to Aqua America, Inc., a Pennsylvania corporation (the "Company"), in connection with the offering by the Company of \$400,000,000 3.566% Senior Notes due 2029 (the "2029 Notes") and \$500,000,000 4.276% Senior Notes due 2049 (the "2049 Notes") and together with the 2029 Notes, the "Notes") pursuant to the Company's Registration Statement on Form S-3 (File-No. 333-223306) (the "Registration Statement") which became effective upon filing, on February 28, 2018, by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act").

The Notes are being sold by the Company pursuant to an Underwriting Agreement dated April 24, 2019 (the "Underwriting Agreement") entered into by and between the Company and RBC Capital Markets, LLC and Goldman Sachs & Co. LLC., as representatives of the several underwriters named therein (collectively, the "Underwriters"), which has been filed as Exhibit 1.1 to the Company's Current Report on Form 8-K, to which this opinion is attached as Exhibit 5.2.

We have examined originals or copies (certified or otherwise identified to our satisfaction) of (i) the Amended and Restated Articles of Incorporation of the Company; (ii) the Amended and Restated Bylaws of the Company; (iii) the Registration Statement and the exhibits thereto; (iv) the prospectus contained within the Registration Statement; (v) the prospectus supplement relating to the Notes filed with the Commission pursuant to Rule 424(b) promulgated under the Securities Act (the "Prospectus Supplement"); (vi) the Underwriting Agreement; (vii) the Indenture between the Company and the Trustee, dated as of April 23, 2019, the related First Supplemental Indenture, between the Company and the Trustee, dated as of April 23, 2019, and the related Third Supplemental Indenture, between the Company and the Trustee, dated as of April 26, 2019 (as supplemented, the "Indenture"), pursuant to which the Notes will be issued; (viii) such other corporate records, agreements, documents and instruments; and (ix) such certificates or comparable documents of public officials and other sources, believed by us to be reliable, and of officers and representatives of the Company, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinions hereinafter set forth.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. As to all questions of fact material to this opinion that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company.

Based on the foregoing, and subject to the qualifications stated herein, we are of the opinion that:

1. The Company is a corporation presently subsisting under the laws of the Commonwealth of Pennsylvania.
2. The Underwriting Agreement and the execution and delivery thereof has been duly authorized by all necessary corporate action on the part of the Company. The Underwriting Agreement has been duly executed and delivered by the Company in accordance with the law of the Commonwealth of Pennsylvania.
3. The Indenture and the execution and delivery thereof has been duly authorized by all necessary corporate action on the part of the Company.
4. The Notes and the execution and issuance thereof have been duly authorized by all necessary corporate action on the part of the Company.
5. The issuance, sale and delivery of the Notes by the Company and the execution, delivery and performance by the Company of the Underwriting Agreement and the execution and delivery of the Indenture and the Notes will not (i) violate the Amended and Restated Articles of Incorporation or the Amended and Restated Bylaws or the Pennsylvania Business Corporation Law or (ii) violate any rule or regulation that has been issued pursuant to the Pennsylvania Business Corporation Law which in our experience is normally applicable to business corporations and to transactions of the type contemplated by the Underwriting Agreement.

We express no opinion as to the laws of any jurisdiction other than the federal laws of the United States of America and the laws of the Commonwealth of Pennsylvania.

We hereby consent to the filing of this opinion with the Commission as an exhibit to a Current Report on Form 8-K (and its incorporation by reference into the Registration Statement and the Prospectus Supplement) in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Securities Act, and to the use of this firm's name therein and in the Prospectus Supplement under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act and the rules and regulations promulgated thereunder.

Sincerely yours,

/s/ Ballard Spahr LLP
