

**SUEZ Water Resources LLC
401(k) Plan**

(As in effect as of January 1, 2020)

SUMMARY PLAN DESCRIPTION

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ABOUT THIS SUMMARY

This Summary Plan Description (“SPD”) highlights key features and provisions of the SUEZ Water Resources LLC 401(k) Plan (formerly, the SUEZ Water Resources Inc. 401(k) Plan prior to February 28, 2019, and the United Water Resources Inc. 401(k) Plan prior to November 9, 2015) (the “Plan”), effective as of January 1, 2020, applicable to employees not covered by a collective bargaining agreement.

Certain provisions may vary depending upon who is your employer and the location or business unit where you work. The Appendix attached to this summary applicable to your employer, location or business unit describes these provisions.

Please read this summary carefully to gain an understanding of the benefits offered under the Plan. Certain Plan provisions vary depending upon your Employer and location. See the attached Appendix that is applicable to you.

Remember: *this summary is a general description of your benefits under the Plan*, but does **not** include the complete details of the Plan. These are contained in the full Plan document. It is intended that the information in this summary be accurate; but, if there is a conflict or a difference between what is written here and the full Plan document, the full Plan document will govern. Further, no verbal statement by any person or unofficial communications (such as e-mail or mailings) may alter or amend the terms of the Plan.

This summary is not a contract for, or a guarantee of, present or continued employment, and SUEZ Water Resources LLC reserves the right to amend or terminate the Plan in accordance with applicable law. The different Internal Revenue Code dollar limits referred to in this Summary Plan Description are those in effect for 2020, and may be adjusted in future years.

If you were a participant in the Plan and terminated your employment with the Company (or an affiliated company), any benefit you may be entitled to under the Plan will be determined based on the provisions of the Plan as in effect at the time of your termination of employment.

If you have any questions about the information in this summary or about the terms of the Plan in effect before January 1, 2020, contact the HR Employee Service Center at 877-303-3504.

HOW THIS SUMMARY IS ORGANIZED

This summary is divided into three main parts:

- Your Plan Benefits
- Important Administrative Information
- Business Unit Appendices - Employer Contributions

You can access your Plan account information at www.netbenefits.com or contact Fidelity at 800-835-5095.

TERMS YOU SHOULD KNOW

To understand the Plan and the information in this summary, you should understand the terms defined below. These terms are capitalized whenever they appear throughout this summary.

Account

This is the record maintained of the contributions credited to you and the gains or losses from the investment of these contributions. Separate records (sub-accounts) are maintained of the value of the amounts credited in your Account with respect to, as applicable, your before and after-tax contributions, rollovers or Employer contributions made on your behalf.

Affiliated Employer

This means a subsidiary of the Company, as well as its parent company and affiliates within the SUEZ group of companies under the Code to be considered as part of the same controlled group as the Company.

Beneficiary

The person, estate or trust, determined under the terms of the Plan, who will receive your Plan benefits in the event of your death. When you enroll in the Plan, you should designate a beneficiary. You can do so by logging into your account at www.netbenefits.com or calling Fidelity at 800-835-5095. You must properly complete any beneficiary designation forms online for your beneficiary designation to be valid. If you die without a valid beneficiary designation on file, your account balance will be paid to your surviving spouse and if none, to your estate.

Code

The Internal Revenue Code of 1986, as amended.

Committee

The Retirement Committee.

Company

SUEZ Water Resources LLC (formerly, SUEZ Water Resources Inc. prior to February 28, 2019, and United Water Resources Inc. prior to November 9, 2015)

Compensation

In general, for purposes of deferrals, Compensation means your wages from an Employer subject to income tax withholding (i) including any before-tax amounts you may contribute to an Employer's cafeteria plan, medical plan or this Plan as well as any differential wage payments you receive while on military leave, but (ii) excluding overtime, bonuses, equity and other incentive income, premiums for group-term life insurance and severance.

Your Plan Benefits

Disabled

This means being entitled to disability benefits under the Employer's long-term disability plan.

Employer

This means the Company, and any Affiliated Employer who has agreed to participate in the Plan on behalf of its eligible employees.

Year of Service

A period of 12 consecutive months during which you are employed by the Company or an Affiliated Employer, measured from your date of hire, or rehire.

If you are on leave from an Employer to serve in the U.S. armed forces, and you return to work during the period that your re-employment is protected by federal law, you may have certain special rights under the Plan. Please contact the Plan Administrator if this applies to you.

ELIGIBILITY

Who Is Eligible

In general, you are eligible to participate in the Plan if you are: (i) an employee of an Employer; and (ii) not covered by a collective bargaining agreement in which retirement benefits were the subject of good faith bargaining.

However, the following individuals are not eligible to participate in the Plan: individuals classified by an Employer or an affiliate as leased employees or independent contractors (even if these individuals are later determined to have been employees for tax or other legal purposes).

If you are classified as an independent contractor or as a leased employee by an Employer but are later reclassified by the Internal Revenue Service ("IRS") or any other government agency as an employee, you may be eligible to participate in the Plan on a prospective basis.

PARTICIPATION

When Participation Begins

You may become a participant in the Plan on the first day after you satisfy the eligibility requirements described above, which, in general, is the first day following your date of hire. As a participant, you may elect to make before-tax (regular and catch-up) and/or after-tax contributions to the Plan. Participation in the Plan is voluntary; *however, if you become eligible, you will be enrolled automatically, with respect to before-tax contributions, subject to your right to elect not to enroll (see Contributions).*

When you receive your enrollment materials from Fidelity, call Fidelity at 800-835-5095 or log on to your Plan account at www.netbenefits.com to elect your contributions to the Plan or to elect not to make contributions to the Plan.

You can access your Plan account information at www.netbenefits.com or contact Fidelity at 800-835-5095.

Your Plan Benefits

Even if you elect not to make before or after-tax contributions to the Plan, you will become a participant in the Plan if you make a rollover contribution into the Plan (see Rollover Amounts), or when an Employer makes a contribution to the Plan on your behalf, as applicable (see Employer Contributions), whichever comes first.

Decisions to Make About Enrolling

If you log on to your Plan account at www.netbenefits.com to enroll, you will need to make the following decisions:

- Determine the percentage of your Compensation to contribute to the Plan and any auto-increase option (see *Contributions* for more information).
- Decide whether to make before or after-tax contributions to the Plan, or a combination of the two (see *Contributions* for more information).
- Choose how to invest your money among the Plan's investment options (see *Investments* for more information); and
- Name a Beneficiary.

If you are automatically enrolled when you become eligible to participate in the Plan, 3% of your Compensation will automatically be withheld each pay period and contributed on your behalf to the Plan as before-tax contributions, unless you elect to contribute a different percentage or not to enroll in the Plan. Any contributions credited to your Account will be invested in the Target Date Fund with a target retirement date closest to your 65th birthday.

You will receive a notice that explains the automatic enrollment procedure, including your right to elect not to have this apply to you (see *Contributions* for more information). If you do not wish to contribute to the Plan, you must change your contribution rate to 0% by calling Fidelity at 800-835-5095 or logging on to your Plan account at www.netbenefits.com.

Naming a Beneficiary

When you enroll in the Plan, you should designate a Beneficiary. You can do so by logging into your account at www.netbenefits.com or calling Fidelity at 800-835-5095. You must properly complete any beneficiary designation forms online for your beneficiary designation to be valid.

You are permitted to designate an individual, estate, organization or a trust as your Beneficiary.

If you are married, your spouse will be your sole, primary Beneficiary, unless your spouse consents to your designation of another Beneficiary. If you desire to designate another Beneficiary, you must obtain your spouse's written, notarized consent. Please note that your spouse's written consent must be properly witnessed by a notary public.

If you become divorced, any prior designation of your spouse as your Beneficiary will be revoked. You may designate a new Beneficiary, or re-designate your former spouse, by properly completing a new beneficiary designation.

Your Plan Benefits

If you are not married, you may designate any individual, estate or a trust as your Beneficiary without obtaining consent.

However, if you subsequently become married, any prior beneficiary designation will be revoked and your spouse will be designated as your Beneficiary. You may designate a different Beneficiary, including re-designating your prior beneficiary by properly completing, new beneficiary designation forms online by accessing Fidelity's website at www.netbenefits.com.

You can change your Beneficiary at any time by accessing Fidelity's website at www.netbenefits.com or calling 800-835-5095. Note, however, if you are married, you need your spouse's written, notarized consent to make a change.

If you die without a valid beneficiary designation on file, your account balance will be paid to:

- Your surviving spouse (unless you were divorced or legally separated by a court decree); or
- The executor or administrator of your estate.

How the Plan Works

The Plan provides you with a way to save for your retirement. Here is an overview:

- You can save by making: (i) before-tax contributions; or (ii) after-tax contributions; or (iii) a combination of the two (see *Contributions* for the rules and limits that apply to these contributions to the Plan).
- Employer contributions, as described in the Appendix to this summary applicable to you, may also be credited to your Account.
- You can transfer, or rollover funds into the Plan from a prior employer's eligible retirement plan, or from a rollover individual retirement account or annuity ("IRA").
- You can direct the investment of all contributions credited to your Account in any of the investment options provided under the Plan (see *Investments* for more information).
- In general, your money remains in the Plan until you retire, die, or are no longer employed by an Employer or an Affiliated Employer. However, there are Plan provisions providing for loans and withdrawals under certain conditions.

It Pays to Participate and to Start Early

Participating in the Plan allows you to build up funds for your retirement. The earlier you begin to participate, the quicker you begin to accumulate funds for this purpose.

For example, assume you are 30 years old, earn \$45,000 a year and contribute 5% of your salary (\$2,250) to the Plan in before-tax contributions. In this case, your taxable income for the year will be \$42,750. If your \$2,250 investment earns \$112.50 (5%), that \$112.50 is also tax-deferred.

You can access your Plan account information at www.netbenefits.com or contact Fidelity at 800-835-5095.

Your Plan Benefits

Time can make a big difference in the size of your Account. For example, you and Pat who is 40 years old, are both starting to save for retirement. Assuming you each contribute \$2,250 per year to the Plan and that your money grows at a constant rate of 6% per year, here is how much money you will each have at age 65:

	You (Age 30)	Pat (Age 40)
Annual amount saved	\$2,250	\$2,250
Years of saving	35	25
Total amount saved at age 65	\$78,750	\$56,250
Total value of your Account at age 65 assuming 6% investment growth	\$388,207	\$191,132

By starting earlier, you invested a total of 40% more money than Pat. With more money earning a 6% annual return each year, the total value of your Account at age 65 is *more than double* the value of Pat's Account. Please note that this example does *not* take into account any Employer contributions, which may increase the total amount in your Account, and that a 6% investment return is a projection (results will vary based on actual investment experience).

CONTRIBUTIONS

Before-Tax Contributions

Before-tax contributions are deducted from your Compensation through regular payroll deductions before federal income taxes (and most state income taxes) are withheld. However, before-tax contributions are subject to Social Security and Medicare taxes. Before-tax contributions allow you to defer taxes in two ways:

- You get immediate tax savings by deferring taxes on the amount you contribute; and
- You also defer taxes on investment earnings on the amounts in your Account.

You may contribute from 1% up to 50% (in one percent increments) of your Compensation in before-tax contributions, but the sum of your before and after-tax contributions may not exceed 50% of your Compensation.

Automatic Enrollment. When you become eligible to participate in the Plan, 3% of your Compensation will automatically be withheld each pay period and contributed on your behalf to the Plan on a before-tax basis, unless you elect not to enroll in the Plan or to contribute a different percentage. This 3% automatic deferral will start as soon as administratively possible after you become eligible for the Plan. You will receive with your enrollment materials a notice that explains this automatic enrollment procedure, including your right to elect not to have this apply to you. If you do not wish to contribute to the Plan, you must change your contribution rate to 0% by calling Fidelity at 800-835-5095 or logging on to your Plan account at www.netbenefits.com.

You can access your Plan account information at www.netbenefits.com or contact Fidelity at 800-835-5095.

Your Plan Benefits

Federal law limits the amount of before-tax contributions you may contribute each year. For 2020, you may contribute up to \$19,500 in before-tax contributions. This limit is adjusted by the IRS from time to time.

Keep in mind that you are postponing, not avoiding paying taxes. When you begin to withdraw your money from the Plan, usually at retirement, you will be required to report the tax-deferred amount for income tax purposes.

If you are on leave from an Employer to serve in the U.S. armed forces, and you return to work during the period that your re-employment is protected by federal law, you may have certain special rights under the Plan. Please contact the Plan Administrator if this applies to you.

Catch-Up Contributions

In general, if you are age 50 or older by the end of the calendar year, you may elect to make additional before-tax contributions (“Catch-Up Contributions”) from your Compensation through regular payroll deductions.

Federal law limits the amount of Catch-Up Contributions you may contribute each year. For 2020, you may contribute up to \$6,500 in Catch-Up Contributions. This amount is adjusted by the IRS from time to time

To make Catch-Up Contributions, the following rules apply:

- You must be age 50 on or prior to the last day of the calendar year to which the Catch-Up Contributions apply.
- You must first reach the Code limit for before-tax contributions (\$19,500 in 2020) without Catch-Up Contributions.

Catch-Up Contributions are not eligible for any Employer matching contributions.

After-Tax Contributions

After-tax contributions are deducted from your Compensation through regular payroll deductions after federal income taxes (and state income taxes) are withheld. After-tax contributions are not taxed again when you later receive a distribution from the Plan. However, earnings on your after-tax contributions are subject to tax when you later receive a distribution.

You may contribute from 1% up to 50% (in one percent increments) of your Compensation in after-tax contributions; but the sum of your before and after-tax contributions may not exceed 50% of your Compensation.

How to Change Your Before-Tax and/or After-Tax Contribution Percentage

You may elect to contribute, change your contribution percentage, or cancel your contributions to the Plan at any time by logging onto your Plan account at www.netbenefits.com or calling Fidelity at Fidelity at 800-835-5095.

You can access your Plan account information at www.netbenefits.com or contact Fidelity at 800-835-5095.

Your Plan Benefits

To make Catch-Up Contributions, you must properly complete and submit a catch-up contribution election form to the Plan Administrator.

Any change will be effective prospectively as soon as administratively practicable. However, remember that these changes are subject to applicable Code limits and as a result may be restricted.

Employer Contributions

There are two types of contributions that may be made by your Employer: matching contributions and age-based contributions.

However, the contributions made to you (if any) depend on the business unit for which you work. See the Appendix to this SPD which is applicable to the business unit in which you work for information about an Employer Contribution that may be credited to your Account (if any).

Rollover Contributions

Rollover contributions are amounts that you elect to have transferred to this Plan from another tax qualified retirement plan. A rollover contribution may be made either by having the trustee of the other plan transfer the funds directly to this Plan, or by making a deposit to this Plan within 60 days after you receive a distribution from another plan. You may also make a rollover contribution to this Plan from any conduit IRA to which you previously rolled over a distribution from another tax qualified retirement plan, provided that the distribution would be taxable if you had not rolled it over.

If you have any questions as to whether a particular rollover contribution is permitted, or how to initiate a rollover contribution, you may log onto your account at www.netbenefits.com or call Fidelity at 800-835-5095.

CODE LIMITATIONS

Dollar Limits

- **Before-tax contributions**

As mentioned above, the Code imposes a dollar limit on the before-tax contributions you may direct to the Plan in a calendar year - \$19,500 for 2020, subject to adjustment under the Code in future years for cost of living changes. This limit applies to all 401(k) plans in which you may participate during a year. If you participate in more than one plan (for example, if you have changed employers during the year), you must monitor your before-tax contributions to make sure you don't surpass the limit. If you exceed the limit for a calendar year, contact the HR Employee Service Center to request a refund of any before-tax contributions that are over the Code limit, and their earnings, before March 1 of the following year.

- **Catch-Up Contributions**

You can access your Plan account information at www.netbenefits.com or contact Fidelity at 800-835-5095.

Your Plan Benefits

In 2020, Catch-Up Contributions are capped at \$6,500, which amount also is subject to adjustment in future years. Catch-Up Contributions do not count toward the limit for before-tax contributions.

In general, the following chart shows the total amount of before-tax contributions you could direct into your Account in 2020:

Before-Tax Code Limit (2020)	Catch-Up Contributions Age 50 or Older (2020)	Total Before-Tax Code Limit with Catch-Up Contributions (2020)
\$19,500	\$6,500	\$26,000

However, if you are a highly compensated employee, the total amount of before-tax contributions you can direct into your Account, may be lower than as shown in the table above (see *Other Code Limits* for more information).

- Aggregate contributions

There is also a limit under the Code on the total amount you and your Employer can contribute to the Plan. For 2020, no more than \$57,000 can be deposited into your Account in the combined form of before-tax and after-tax contributions, and Employer contributions.

Other Code Limits

There is a limit on the amount of Compensation that can be considered for Plan contribution purposes (\$285,000 for 2020 subject to adjustment under the Code in future years for cost of living changes).

Other Code limits may be applicable such as if:

- the Plan is considered “top-heavy” (60% or more of the value of the Plan Account balances belong to certain shareholders or officers of the Company). The Plan is not now top-heavy and is not expected to be so in the future (you will be advised if that changes).
- the Plan does not meet certain testing requirements that compare the rate of before and after-tax (as well as matching) contributions of highly compensated employees (for the 2020 Plan year, compensation of \$125,000 or more in 2019 and indexed for later years) versus non-highly compensated employees. If that occurs and you are considered a highly compensated employee, your before-tax contributions, after-tax contributions and/or matching contributions may need to be lowered or returned to meet Code limitations.

Your Plan Benefits

VESTING

You are immediately vested in your before-tax and after-tax contributions, and any amounts you rollover into your Account.

You become 100% vested with respect to Employer contributions when you complete one Year of Service. You also become 100% vested with respect to Employer contributions if, when employed by an Employer or an Affiliated Employer, you retire on or after reaching age 65 (normal retirement age), you become Disabled or you die.

FORFEITURES

If you terminate your employment with your Employer (and all Affiliated Employers) when you are not vested in your Employer contributions (plus allocable earnings), and you either take a distribution of the vested portion of your Account or do not return to work for five consecutive years, you forfeit any non-vested Employer contributions (plus allocable earnings) credited to your Account.

However, if you take a distribution and return to work for the Company or an Affiliated Employer within five consecutive years, that forfeited amount, if any, will be restored, if you timely repay the full distribution, and your years of vesting service credited prior to your termination of employment will be restored to you as of your date of reemployment.

INVESTMENTS

Participant Directed Investments

Contributions to the Plan are deposited into a trust fund, which is managed by Fidelity Management Trust Company, the “Trustee” of the trust. Fidelity maintains a separate bookkeeping account under the Plan for each participant. The Plan offers different options in which you can invest your Account balance. You may invest in any of the investment options provided to you in multiples of one percent. Your investment elections apply to all contributions credited to your Account.

The investment options available for investment at your direction that you may presently choose from are described on Fidelity’s website at www.netbenefits.com, and which may be accessed 24 hours a day, 7 days a week. Before you invest in any of the investment options, please read their prospectuses carefully.

If you do not make an investment election, any contributions credited to your Account will be invested in the Target Date Fund with a target retirement date closest to your 65th birthday.

Important Note About Investing

The Plan is intended to be a “participant-directed” plan and comply with Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Because the Plan Administrator has made a good faith effort to provide you with adequate information relating to the Plan’s investment options, you are responsible for all investment decisions relating to your

You can access your Plan account information at www.netbenefits.com or contact Fidelity at 800-835-5095.

Your Plan Benefits

Plan Accounts, including any investment losses to those accounts. Plan fiduciaries, such as the Plan Administrator, are not responsible for any losses that may result from your investment elections.

You exercise control over the assets in your Account by directing how amounts credited to your Account are invested in the available investment options. The Plan's fiduciaries make no representations regarding, and have no responsibility for, the performance of any investment you make or have made with respect to your Account.

Fidelity will provide you with the information required under ERISA Section 404(c) with respect to the investment options. If you want additional information about any investment option, you may request any of the following by contacting Fidelity:

- a description of the annual operating expenses of each investment option (*e.g.*, investment management fees, administrative fees and transaction costs);
- prospectuses, financial statements and reports, plus any other material available to the Plan which relates to the investment options;
- a periodic listing of the assets comprising the portfolio of each investment option, and the value of each such asset; and
- information concerning the value of shares or units of the investment options as well as their past and current investment performance, determined after expenses.

How to Track Your Investments

You will receive electronic quarterly statements from Fidelity with respect to your Account. These statements and the Fidelity website enable you to determine:

- Your investment results,
- The opening and closing balances for each investment option,
- The breakout of before-tax and after-tax contributions within each investment option,
- The contributions credited to your Account,
- Any debits (such as fees) to your Account,
- Any transfers you have made between the funds,
- Any loans, withdrawals or repayments you have made, and
- Your vested balance.

You don't have to wait for your quarterly statement to find out your Account balance. You may contact Fidelity at any time at 800-835-5095 or log on to your account at www.netbenefits.com.

Your quarterly statement can also be automatically mailed to you by accessing your account at www.netbenefits.com and selecting "Mail Preferences" under the "Accounts" tab.

You can access your Plan account information at www.netbenefits.com or contact Fidelity at 800-835-5095.

Your Plan Benefits

How to Redirect Investment of Your Future Contributions

You can make transfers among the Plan's available investment options or change your investment elections for future contributions at any time within prospectus guidelines by logging on to your account at www.netbenefits.com or contacting Fidelity at 800-835-5095.

LOAN PROVISIONS

The Plan lets you borrow from your Account if you need money before you retire. The loan amount will not be subject to taxation as long as the loan is repaid. Your loan repayments plus interest will be credited to your Account.

How to Apply for a Loan

You can request a loan by contacting Fidelity. Fidelity will process your application in accordance with Plan procedures, and, if you are approved, mail a check directly to you. ACH payment may also be available if banking instructions are established prior to your loan request.

Fidelity will also contact your Employer and let them know how much to deduct from your paycheck each pay period to repay the loan (ACH payments are also available for certain Participants, but you must contact Fidelity with banking instructions). There is a loan processing fee for each loan that you request.

Loan Conditions

Here's how the loan feature works:

- You may borrow a minimum of \$1,000 and up to a maximum of \$50,000 from your Plan Account, but no more than 50% of your vested Account balance.
- The maximum amount you may borrow may further be reduced as follows:
 - If you request an additional loan, or request a loan within one year of repaying a previous loan, your new loan is reduced by the highest outstanding loan balance during the preceding 12 months.
- You may have no more than three outstanding loans at one time (1 primary residence loan and 2 other loans), and new loan requests up to the maximum amount are not permitted until 15 days after a prior loan is paid off .
- There is a loan-processing fee each time you apply for a loan.
- You must repay your loan within five years unless the loan is used to purchase your primary residence, in which case you must repay your loan within 30 years (see *Repaying Your Loan* for more information).

Repaying Your Loan

Below are the requirements for repaying your loan:

You can access your Plan account information at www.netbenefits.com or contact Fidelity at 800-835-5095.

Your Plan Benefits

The interest rate on your loan is fixed. Contact Fidelity for the interest rate currently applicable for loans under the Plan. Keep in mind that you are paying this interest back into your Account.

- You may not refinance a loan.
- You have from 1-5 years to repay your loan — 30 years if the loan is for your primary residence.
- You repay your loan through regular consecutive payroll deductions.
- If you terminate employment, you may be eligible to continue loan payments through ACH. Please contact Fidelity regarding this option.
- Your loan repayments are allocated among the investment funds in the same percentages as applies to your current Account contributions.
- You may prepay your loan in full at any time. To pay off your loan, contact Fidelity for your loan payoff amount and prepay your loan directly to Fidelity. Fidelity will notify your Employer that your loan has been paid to stop the payroll deduction.

Loan Default

Your loan will be considered to be in default if:

- in general, your loan payment has not been made by the end of the calendar quarter following the calendar quarter of your missed payment (Fidelity will notify you if you are nearing default) or, if earlier

If your loan goes into default, your remaining loan principal amount will be treated as a distribution and you will be subject to regular income taxes plus, under certain circumstances, an additional 10% early withdrawal tax. You may only avoid such tax consequences by rolling over the taxable amount of your unpaid loan principal into another eligible retirement plan, if such plan will accept it, within 60 days of the date your unpaid loan principal is distributed from the Plan.

WITHDRAWALS

Keep in mind the purpose of the Plan is for you to save for your retirement. However, under certain circumstances described below, you may withdraw money from your Account while you are still employed by your Employer. Three types of withdrawals are permitted regardless of your financial status, and another type of withdrawal is permitted only in the event of a “financial hardship” (as defined in the Hardship Withdrawals section below). Contact Fidelity directly for more information about these withdrawals and how to apply.

Hardship Withdrawals

A fee may be charged for processing a hardship withdrawal. You may make a hardship withdrawal from your before-tax contributions (including earnings on these contributions) under the following conditions.

1. **Immediate and heavy financial need** — A hardship withdrawal is available in the event of an immediate and heavy financial need arising from:

You can access your Plan account information at www.netbenefits.com or contact Fidelity at 800-835-5095.

Your Plan Benefits

- Expenses for, or to obtain, medical care described in Section 213(d) of the Code previously incurred by you, your spouse or primary Beneficiary or any of your dependents (as defined in Code Section 152);
- Costs directly related to the purchase of your principal residence (excluding mortgage payments);
- The payment of tuition and related educational fees and room and board expenses for the next 12 months of post-secondary education for you, your spouse, children, primary Beneficiary or dependents (as defined in Code Section 152);
- Payments necessary to prevent eviction from your principal residence or foreclosure on the mortgage on that principal residence;
- Burial and funeral expenses for your deceased parent, spouse, children, primary Beneficiary or dependents (as defined in Code Section 152); or
- Certain expenses for the repair of damage to your principal residence that qualify for a casualty loss deduction under the Code.

The determination of whether there is an immediate and heavy financial need as defined above shall be made solely on the basis of written evidence furnished by you. You will need to provide written evidence of your hardship.

2. **Distribution of amount necessary to meet need** — Prior to obtaining a hardship withdrawal, you must first obtain all other distributions (other than hardship withdrawals) currently available under the Plan and all other plans maintained by the Employers. The amount available for withdrawal may not exceed the amount determined necessary to meet the need created by the hardship (but not in excess of the value of your before-tax contributions). The amount necessary to meet the need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated resulting from the withdrawal.

The determination of whether the amount is necessary to meet the need created by the hardship shall be made in reliance on (i) a representation in writing that you have insufficient cash or other liquid assets reasonably available to satisfy the need and (ii) written evidence furnished by you.

In-Service Withdrawals After Age 59½

If you have reached age 59½, you may make a withdrawal from your Account for any reason. Any such withdrawal will be in the amount you specify, but not more than the vested value of your Account. Employer contributions are only available for withdrawal if they have been in the Plan for at least two years, or you have completed at least five Years of Service.

In-Service Withdrawals Before Age 59½

If you are employed with an Employer and have not reached age 59½, you may make a withdrawal from your after-tax contribution or rollover contribution sub-accounts for any reason. Once the full amount of your after-tax contributions and rollover contributions have been withdrawn, you

You can access your Plan account information at www.netbenefits.com or contact Fidelity at 800-835-5095.

Your Plan Benefits

may withdraw the vested portion of your Employer contributions provided such amount has been in the Plan for at least two years, or you have completed at least five Years of Service.

Disability Withdrawals

You may make a withdrawal from any one or more of your sub-accounts if you become Disabled, and have not otherwise separated from service from your Employer.

RECEIVING BENEFITS

Account Distributions

You (or in the event of your death, your Beneficiary) may receive a distribution of your Plan Account when:

- you are no longer an employee of an Employer or an Affiliated Employer;
- you retire; or
- you die.

If any of these events occur, you (or in the event of your death, your Beneficiary) may elect to receive your vested Account balance. The following sections explain your Account distribution options.

When You Are No Longer an Employee of Your Employer and its Affiliated Employers

When you are no longer an employee of your Employer and its Affiliated Employers, you may elect a distribution of your vested Account balance. Alternatively, you can maintain the tax-deferred status of your retirement funds by leaving your Account in the Plan. However, distribution of your Account must begin by April 1 of the year following the year in which you reach age 72 (70½, if you were born before July 1, 1949) unless you are still employed with an Employer or an Affiliated Employer. If you are still employed with an Employer or an Affiliated Employer, you may defer distribution of your Account until you actually retire.

How Your Account Balance Is Paid

You may elect for your vested Account balance to be distributed in a lump sum, in installments or to be directly rolled over to an IRA or to an eligible retirement plan of another employer that accepts rollovers. If you elect to receive your distribution in installments, you may choose substantially equal monthly, quarterly or annual installments over a period certain not to exceed the lesser of 10 years or a period measured by your life expectancy.

Contact Fidelity to make your election. After you make your distribution election, you will receive a confirmation statement. If you elect a lump sum or installment distribution, you will also receive a Special Tax Notice and Direct Rollover Election Form. You must return the Direct Rollover Election Form to Fidelity on a timely basis, or your request will be canceled.

Rollover

➤ Direct Rollover

As an alternative to a cash lump sum or installment distribution, you may request that your distribution be rolled over directly into an IRA, or another employer's eligible retirement plan. You may rollover your after-tax contributions plus the earnings on these after-tax contributions, if any, only to an IRA or directly to an employer's eligible retirement plan that accepts after-tax rollovers.

➤ Distribution Followed by Rollover

You are permitted to make a rollover of the distribution you receive to an IRA or another eligible retirement plan that will accept the rollover if you do so within 60 days of the date you receive the distribution. If you elect the rollover option, a 20% federal income tax withholding will apply. The only way to avoid federal income tax withholding at distribution is to elect the direct rollover option.

Payment of Small Amounts

If the value of your vested Account (not including your Rollover Contribution sub-account) at the time you retire or terminate employment is \$1,000 or less, your Account balance will automatically be paid to you in a lump sum as soon as practicable following your retirement or termination of employment.

If the value of your vested Account exceeds \$1,000 but is not more than \$5,000, your Account balance will automatically be transferred to an IRA to be established in your name, unless you affirmatively elect to receive a lump sum distribution or to directly rollover the distribution to another IRA or another employer's eligible retirement plan. You may elect a direct rollover of your Account balance by completing a Direct Rollover Election Form and submitting with Fidelity.

If You Die Before Distribution

If you die before receiving any distribution, your Beneficiary will receive the full value of your Account in a lump sum. If you are married at the time of your death, your Beneficiary is your spouse unless he or she has consented in writing before a notary public to your designation of another Beneficiary.

If you die while receiving distributions under an installment option, any additional installments due can continue, or be paid to your Beneficiary in a lump sum. If your Beneficiary chooses to continue installment payments, they will continue for the remainder of the designated payment period, provided the remaining payment period does not exceed your Beneficiary's life expectancy.

If your surviving spouse is entitled to receive an eligible distribution due to your death, your spouse also has the option of authorizing a direct transfer to an IRA or other eligible retirement plan. If your non-spouse Beneficiary is entitled to receive an eligible distribution due to your death, the

You can access your Plan account information at www.netbenefits.com or contact Fidelity at 800-835-5095.

Your Plan Benefits

non-spouse Beneficiary only has the option of authorizing a direct transfer to an IRA. The only way to avoid the 20% federal income tax withholding is through a direct rollover.

Note that your Beneficiary will have to provide proof of your death.

Benefits May Not Be Transferred

In general, your benefits may not be assigned or claimed by creditors. However, payment of benefits to an alternate payee (e.g., your former spouse) will be authorized to comply with a Qualified Domestic Relations Order (“QDRO”). A QDRO is a judicial decree, judgment or order related to child support, alimony payments or marital property rights under a state domestic relations law. If you need a copy of the Plan’s QDRO procedures, which are available free of charge, please contact the Plan Administrator or HR Employee Service Center.

Plan Not Eligible for PBGC Insurance

This Plan is a 401(k) profit sharing plan and as such is not covered by the Pension Guaranty Corporation (“PBGC”) plan termination insurance program.

IMPORTANT TAX INFORMATION

The Plan enjoys certain tax advantages because it is intended to be a long-term savings program for retirement. For example, under current federal income tax law, money in your Plan Account is not taxable while it is held in the Plan (other than after-tax contributions). You (or in the event of your death, your Beneficiary) will owe income taxes on the taxable portion of your distribution when you receive the money.

In addition to ordinary income taxes, you also may owe a 10% penalty tax on the taxable portion of any distribution you receive before you reach age 59½. The 10% penalty tax will not apply in these situations:

- Your Account is paid to you if you terminate employment with your Employer and its Affiliated Employers on or after reaching age 55.
- Your Account is paid to you because you become disabled (as defined under the Code).
- Your Account is paid to your Beneficiary in the event of your death.
- You receive a distribution in a year in which you have deductible medical expenses in excess of 7.5% of your adjusted gross income (only the portion of the distribution in excess of 7.5% of your adjusted gross income is not subject to penalty).
- Payment is directed to another person by a QDRO.
- You rollover or directly transfer the taxable amount of your Account to an IRA or another employer’s eligible retirement plan; or
- Payment is being made in installments over your life expectancy.

You can access your Plan account information at www.netbenefits.com or contact Fidelity at 800-835-5095.

Your Plan Benefits

Tax laws change from time to time, and the tax impact of receiving payments from the Plan will vary with your individual situation. Because your Employer cannot give tax advice or counsel, you should consult a professional tax advisor or financial expert for specific advice about your circumstances.

CLAIMS PROCEDURES

How to File a Claim

This section explains how you file a claim under the Plan or request a review of your eligibility or other rights under the Plan and how those claims are handled. Benefits under the Plan will be paid only if the Plan Administrator or its designee, in its sole discretion, decides that you are entitled to them.

You, your alternate payee in the event of a QDRO or, in the event of your death, your surviving Beneficiary (each, a “claimant”) or an authorized representative may request distribution of all or a portion of your account by logging onto your Plan account at www.netbenefits.com or calling Fidelity at 800-835-5095.

If your request for payment is not processed in the manner you believe you are entitled, you may submit a claim for benefits with the Company’s Senior Vice President of Human Resources, at the address noted below.

Claims for benefits also include assertions by a claimant that investment instructions were not timely or correctly implemented, or that errors occurred in the processing of a contribution. If you think an error has been made, you or your beneficiaries may file a claim with the Company’s Senior Vice President of Human Resources.

Claims for benefits must be in writing (i.e., handwritten, typed or entered electronically through the Plan’s website). Claims for benefits should:

- Clearly identify the Suez Water Resources LLC 401(k) Plan;
- Clearly identify the specific benefit(s) and/or right(s) you are claiming;
- Provide your complete name, current address including ZIP code, and date of birth;
- If related to spousal rights under the Plan, the complete name, current address including ZIP code and date of birth of your spouse and your date of marriage; and
- Include any relevant supporting documentation.

You can access your Plan account information at www.netbenefits.com or contact Fidelity at 800-835-5095.

Your Plan Benefits

Your written claim for benefits should be mailed to the Company's Senior Vice President of Human Resources:

SUEZ
461 From Road
Suite 400
Paramus, NJ 07652
Attn: SUEZ Senior Vice President of Human Resources

If Your Claim is Denied

If your claim is denied in whole or in part, the Senior Vice President of Human Resources will notify you (or your Beneficiary) in writing or via e-mail within 90 days after filing. In the event of special circumstances, the Senior Vice President of Human Resources may extend the period for a determination for up to an additional 90 days, in which case you will be so advised prior to the end of the initial 90-day period. The notice will include:

- The reason for the denial, with reference to the specific Plan provision(s) on which the denial was based,
- A description of any material necessary to process the claim properly and the reason(s) why the materials are needed, and
- An explanation of the claims review procedure, including the steps to take to appeal the claim denial, the time limits applicable to such procedure, and your right to bring a civil action under Section 502(a) of ERISA.

Your Right to Appeal

Within 60 days after receiving your denial, you (or your Beneficiary) may submit a written request for reconsideration to the Committee at the address below. Documents or records in support of the appeal should accompany any such request.

In addition, you will be provided, upon written request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim.

Your written request for appeal should be mailed to:

SUEZ
461 From Road
Suite 400
Paramus, NJ 07652
Attn: SUEZ Retirement Committee

The review will take into account all comments, documents, records and other information you submit relating to your claim. If you fail to request a review within 60 days, it shall be conclusively

Your Plan Benefits

determined for all purposes that the denial of the claim is correct and you will be deemed to have accepted the decision.

The Committee will conduct a full and fair review of your appeal, and will notify you of the decision within 60 days, either in writing or via e-mail. Due to special circumstances, the Committee may extend the period for determination for up to an additional 60 days and will notify you before the end of the initial 60-day period.

If your appeal is denied, the decision will include the specific reasons and the Plan provisions on which the decision is based, a statement of your rights to documents, records, etc., as stated above and a statement that you have a right to bring a civil suit under Section 502(a) of ERISA following the denial of your appeal.

In making a decision, the Committee has sole, absolute and discretionary authority in interpreting the meaning of Plan provisions and in determining all questions arising under the Plan, including, but not limited to, eligibility for benefits. The Committee's decision shall be final and binding on Plan participants and all other parties to the maximum extent allowed by law.

You must fully exercise all claim and appeal rights provided herein prior to bringing a civil action under ERISA Section 502(a) to recover benefits due to you under the terms of the Plan, to enforce your rights under the terms of the Plan or to clarify your rights to future benefits under the terms of the Plan. Furthermore, you may not bring any court action seeking review of an appeal denial later than one (1) year after you have exhausted all your claim and appeal rights set forth above.

All actions or litigation arising out of or relating to the Plan must be commenced and prosecuted in the federal district court whose jurisdiction includes Paramus, New Jersey. As a condition to participation in this Plan, you (or any other person whose claim relates to participation in the Plan) is deemed to have consented to the personal jurisdiction over you of that federal district court in respect of any such actions or litigation, and you (or any other person whose claim relates to participation in the Plan) also are deemed to have consented to service of process with respect to any such actions or litigation by registered mail, return receipt requested, or by any other means permitted by rule or law.

Important Administrative Information

GENERAL PLAN INFORMATION

This section of the summary includes administrative information as well as material specified by ERISA. ERISA is a body of law governing certain employee benefits. The information in this section complements the material in the other sections so that together they provide a complete Summary Plan Description, as defined by ERISA.

Plan Sponsor

SUEZ Water Resources LLC
461 From Road
Paramus, NJ 07652
Tel: (201) 767-9300

Plan Type

Profit sharing plan with a cash or deferred (401(k)) arrangement.

Plan Name

SUEZ Water Resources LLC 401(k) Plan

Plan Number

003

Plan Year

January 1 to December 31

Employer Identification Number

71-0005226

Plan Administrator

The Company (or its designee) is the Plan Administrator.

The day-to-day administration and operation of the Plan has been delegated to the Company's Human Resources Department. You can contact the Plan Administrator and/or Human Resources Department as follows:

SUEZ Water Resources LLC
c/o Senior Vice President of Human Resources
461 From Road
Paramus, NJ 07652
Tel: (201)-767-9300

You can access your Plan account information at www.netbenefits.com or contact Fidelity at 800-835-5095.

Important Administrative Information

The Company has delegated its authority and responsibility as Plan Administrator to the Committee to provide for the proper and efficient administration of the Plan. You can contact the Committee as follows:

SUEZ
461 From Road
Suite 400
Paramus, NJ 07652
Attn: SUEZ Retirement Committee

The Committee is also the “named fiduciary” and has the right and sole discretionary authority to interpret and apply the Plan's terms and provisions, including resolving and interpreting any ambiguities that exist and interpreting the Plan in order to make eligibility and benefit determinations as it may determine. The Committee also has the right and sole discretionary authority to make factual determinations, including whether any individual is entitled to receive any benefits under the Plan.

Agent for Service of Legal Process

Any legal process against the Plan in the event of a dispute over claims may be made upon the Plan Administrator and should be served as follows:

SUEZ Water Resources LLC
c/o Senior Vice President of Human Resources
461 From Road
Paramus, NJ 07652
Tel: (201)-767-9300

Trustee

The Plan Trustee is:

Fidelity Management Trust Company
245 Summer Street
Boston, MA 02210

Plan Funding

The Plan is funded through contributions made by participants and Employers. Contributions to the Plan are deposited into a trust fund, which is managed by Fidelity Management Trust Company, the “Trustee” of the trust.

Plan Amendment and Termination

The Company expects and intends to continue the Plan, but reserves the right to amend, change, or terminate the Plan, in whole or in part, at any time and for any reason, in accordance with applicable law.

You can access your Plan account information at www.netbenefits.com or contact Fidelity at 800-835-5095.

Important Administrative Information

If the Plan is amended, the amendment will not affect or reduce any benefits payable prior to the amendment. If the Plan is terminated, all contributions made on your behalf will be 100% vested regardless of your accumulated Years of Service. In general, the Plan assets may not be returned to a contributing Employer, except under specific circumstances described under applicable law.

Recovery of Overpayment

If it should happen that you receive benefits in excess of the amount of benefits to which you are otherwise entitled to receive under the Plan, you will be required to return such excess amounts to the Plan. You will also be required to return any payments made by mistake. The Plan Administrator may pursue recovery of these amounts either by requiring the payee to return the excess to the plan, by reducing the payee's account balance, or by any other method deemed reasonable to the Plan Administrator or its delegates.

Important Note

Your eligibility or your right to benefits under the Plan should not be interpreted as a guarantee of employment. Participation in the Plan does not interfere with the right of your Employer to terminate your employment at any time, whether or not for cause, with or without notice.

YOUR RIGHTS UNDER ERISA

As a participant in the Plan, you are entitled to certain rights and protections under ERISA.

ERISA allows Plan participants to:

- Examine, without charge, at the Plan Administrator's office and at major locations of the Employer, copies of all Plan documents and copies of all documents filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration, such as the latest detailed annual report (Form 5500 series).
- Obtain copies of all Plan documents and other Plan information including the latest detailed annual report (Form 5500 series) and updated Summary Plan Description upon written request to the Plan Administrator. The Plan Administrator may charge a reasonable fee for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish you and any other participant with a copy of this summary annual report each year.
- Get a statement at least once a year notifying you of the total benefits that you have accumulated under the Plan and whether you have a right to receive a benefit at normal retirement age (age 65).

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan (fiduciaries) have a duty to do so prudently, in your interest and that of other Plan participants and Beneficiaries.

Important Administrative Information

Another ERISA-guaranteed right states that no one — including your Employer, or any other person — may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA. If your claim for a Plan benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have a right to obtain copies of documents relating to the decision without charge and to have the Plan Administrator review and reconsider your benefit claim.

Because your rights under ERISA are protected by law, you can also file suit if the need ever arises. For example, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay a fine of up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If your claim for benefits is denied or ignored, in whole or in part, or if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit as directed under the Plan (see *How to File a Claim* for more information). If you believe Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor. You also may file suit in a federal district court whose jurisdiction includes Paramus, New Jersey.

The court may also decide who should pay court costs and legal fees. If your suit is successful, the court may order the person you have sued to pay these costs and fees. If your suit is not successful, the court may order you to pay these costs and fees -- for example, if it finds your claim was frivolous. If you have any questions about the Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, which is listed in your telephone directory, or write to the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the Publications hotline of the Employee Benefits Security Administration.

**APPENDIX FOR EMPLOYEES OF:
SUEZ WATER RESOURCES LLC AND ITS SUBSIDIARIES;
SUEZ WATER MANAGEMENT & SERVICES Inc.**

I. MATCHING CONTRIBUTIONS

A. If you are an employee of SUEZ Water Resources LLC or SUEZ Water Management & Services Inc. and not working solely on matters involving SUEZ Water Environmental Services Inc.:

If you were hired prior to January 1, 2010

Your Employer will match 50% of the first 6% of your Compensation you contribute as before and after-tax contributions to the Plan.

If you were hired on or after January 1, 2010

Your Employer will match 50% of the first 8% of your Compensation you contribute as before and after-tax contributions to the Plan.

B. If you are an employee of SUEZ Water Management & Services Inc., and you work solely on matters involving SUEZ Water Environmental Services Inc.

Your Employer will match 100% of the first 3% of your Compensation you contribute as before and after-tax contributions to the Plan; and 50% of the next 2% of your Compensation you contribute as before and after-tax contributions to the Plan.

The matching contribution will be deposited into your Account at the same time as your before and after-tax contributions.

II. AGE-BASED CONTRIBUTION

A. Eligible - You are eligible for an Age-Based Contribution if:

- you were hired on or after January 1, 2010;
- your employer was a participating employer in the SUEZ Water Resources, Inc. Retirement Plan (previously known as the United Water Resources, Inc. Retirement Plan) as of December 31, 2009; and
- you are employed with your Employer on the last day of the Plan Year.

B. Contribution Amount

If eligible, the Age-Based Contribution on your behalf is determined as follows:

<u>Your Age on Last Day of Plan Year</u>	<u>Percentage of Compensation</u>
Under 30	1%
30-39	2%
40-49	3%
50 or Older	4%

You do not have to make before and/or after tax contributions to the Plan in order to receive the Age-Based Contribution. The Age-Based Contribution will be deposited into your Account in the first quarter of the following year.

APPENDIX FOR CERTAIN EMPLOYEES OF SUEZ WATER ENVIRONMENTAL SERVICES INC. AND ITS AFFILIATES

This Appendix applies if you are an employee of Suez Water Environmental Services, Inc., or of any affiliate, eligible to participate in the Plan **except if you** work at the following facilities or business units (in which case see your applicable Appendix):

FACILITIES

- Bayonne
- Jersey City
- Rahway

BUSINESS UNITS

- Hydro Management Services
- U.S. Water
- AOS Operating Company at City of East Providence
- AOS Operating Company except at City of East Providence & City of Middletown
- United Water Services Mississippi LLC

MATCHING CONTRIBUTION

Your Employer will match 100% of the first 3% of your Compensation you contribute as before and after-tax contributions to the Plan; and 50% of the next 2% of your Compensation you contribute as before and after-tax contributions to the Plan.

The matching contribution will be deposited into your Account at the same time as your before and after-tax contributions.

**APPENDIX FOR EMPLOYEES OF
SUEZ WATER ENVIRONMENTAL SERVICES INC. AND ITS AFFILIATES
PERFORMING SERVICES AT:**

- BAYONNE
- JERSEY CITY
- RAHWAY

Plan participants working for an Employer at the above facilities are eligible to receive the Employer contributions described below.

MATCHING CONTRIBUTION

If you were hired prior to January 1, 2010

Your Employer will match 50% of the first 6% of your Compensation you contribute as before and after-tax contributions to the Plan.

If you were hired on or after January 1, 2010

Your Employer will match 50% of the first 8% of your Compensation you contribute as before and after-tax contributions to the Plan.

The matching contribution will be deposited into your Account at the same time as your before and after-tax contributions.

AGE-BASED CONTRIBUTION

Eligible

You are eligible for an Age-Based Contribution if:

- you were hired on or after January 1, 2010; and
- you are employed with your employer on the last day of the Plan Year.

Contribution Amount

If eligible, the Age-Based Contribution on your behalf is determined as follows:

<u>Your Age on Last Day of Plan Year</u>	<u>Percentage of Compensation</u>
Under 30	1%
30-39	2%
40-49	3%
50 or Older	4%

You do not have to make before and/or after tax contributions to the Plan in order to receive the Age-Based Contribution. The Age-Based Contribution will be deposited into your Account in the first quarter of the following year.

**APPENDIX FOR EMPLOYEES AT
SUEZ WATER ENVIRONMENTAL SERVICES INC. -
BUSINESS UNITS REFERRED TO AS:
• HYDRO MANAGEMENT SERVICES
• U.S. WATER**

Plan participants working for an Employer at the above business units are eligible to receive the Employer contribution described below.

MATCHING CONTRIBUTION

Your Employer will match 100% of the first 5% of your Compensation you contribute as before and after-tax contributions to the Plan.

The matching contribution will be deposited into your Account at the same time as your before and after-tax contributions.

**APPENDIX FOR EMPLOYEES AT THE
SUEZ WATER ENVIRONMENTAL SERVICES INC. -
BUSINESS UNIT REFERRED TO AS
AOS OPERATING COMPANY
CITY OF EAST PROVIDENCE**

Plan participants working for the above Employer at the above business unit and facility are eligible to receive the Employer contribution described below.

MATCHING CONTRIBUTION

If you were hired before April 11, 2010

Your Employer will match 100% of the first 5% of your Compensation you contribute as before and after-tax contributions.

If you were hired on or after April 11, 2010

Your Employer will match 50% of the first 6% of your before and after-tax contributions to the Plan.

The matching contribution will be deposited into your Account at the same time as your before and after-tax contributions.

**APPENDIX FOR EMPLOYEES AT THE
SUEZ WATER ENVIRONMENTAL SERVICES INC. -
BUSINESS UNIT REFERRED TO AS
AOS OPERATING COMPANY
EXCEPT CITY OF EAST PROVIDENCE & CITY OF MIDDLETOWN**

Plan participants working for the above Employer at the above business unit and facilities are eligible to receive the Employer contribution described below.

MATCHING CONTRIBUTION

Your Employer will match 67% of the first 6% of your Compensation you contribute as before and after-tax contributions.

The matching contribution will be deposited into your Account at the same time as your before and after-tax contributions.