

37 Sam



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

June 12, 2018

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

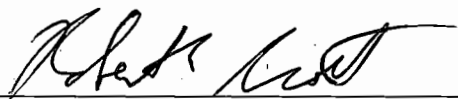
Authorize the Department of Environmental Services to approve the assumption of a Drinking Water loan from Tioga River Water Company, Inc., Gilford, NH to the Abenaki Water Company, Inc., Plainville, CT under the provisions of RSA 486:14 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. effective upon Governor & Council approval.

EXPLANATION

The Tioga River Water Company, Inc. received Governor and Council approval to borrow \$230,000 from the Drinking Water State Revolving Loan Fund (DWSRF) program on October 2, 2009, Item #Late O for water system improvements including pump replacement and other pump house improvements. The project was completed and a Supplemental Loan Agreement was approved by Governor and Council on December 14, 2011, Item #67 to repay back \$230,000 with 50% (\$115,000) principal forgiveness.

An Asset Purchase Agreement for Abenaki to acquire Tioga is currently being pursued. Abenaki Water Company, Inc. wishes to assume the DWSRF loan with existing terms and conditions for the remainder of the 20 year term at 2.864% with the final payment due November 1, 2031. The remaining balance of the loan is \$86,147.

We respectfully request your approval.


 Robert R. Scott
 Commissioner

CLOSING AGENDA

**STATE OF NEW HAMPSHIRE
STATE DRINKING WATER REVOLVING LOAN FUND**

RE: ASSUMPTION BY ABENAKI WATER CO., INC. OF
LOAN TO TIOGA WATER COMPANY, INC.
BELMONT, NEW HAMPSHIRE
DATE: _____, 2018

- | | | |
|----|-----------------------------|-------|
| 1. | State of New Hampshire | “SNH” |
| 2. | Abenaki Water Company, Inc. | “B” |
| 3. | State’s Counsel, David Howe | “DMH” |

No.	Item:	Responsible Party:
1	Certified Copy of Articles of Incorporation of Borrower	B
2	Certified Bylaws of Borrower	B
3	Certificate of Existence of Borrower	B
4	Certificate of Resolution of Borrower	B
5	Asset Purchase Agreement, Bill of Sale and Deed	B
6	Assumption and Amendment Agreement	DMH
7	Mortgage Assumption Agreement	DMH
8	Title Insurance Date Down Endorsement	B
9	UCC-1 Financing Statement	DMH
10	Certificate of Insurance <i>Certificate of liability and casualty insurance addressed to the State with the State as an additional insured as to liability</i>	B
11	UCC Search	SNH
12	PU C Approval	B
13	Governor and Council approval	SNH
14	399-B Disclosure	SNH

Return to:

MORTGAGE ASSUMPTION AGREEMENT

Mortgage Assumption Agreement made this ____ day of _____, 2018 by Abenaki Water Co., Inc., a New Hampshire corporation with a principal place of business at 37 Northwest Drive, Plainville, Connecticut 06062 (“Abenaki”), and the State of New Hampshire with an address c/o the Department of Environmental Services, 29 Hazen Drive, Concord, New Hampshire 03301 (the “State”).

Recitals

A. Tioga River Water Company, Inc. (“Tioga”) borrowed up to \$230,000 from the State as evidenced by a Promissory Note dated November 2, 2009 (the “Note”).

B. The Note is secured by mortgage of real property of Tioga situated in Belmont, New Hampshire pursuant to a Mortgage and Security Agreement dated November 2, 2009 between Tioga and the State recorded at Belknap County Registry of Deeds at Book 2605, Page 999 (the “Mortgage”).

C. Tioga is conveying the mortgaged property to Abenaki, and Abenaki desires to assume the Note and Mortgage pursuant to this Agreement.

NOW THEREFORE, for consideration received, the parties agree as follows:

1. Abenaki hereby assumes each and every obligation of Tioga under the Note and the Mortgage.
2. The definition of Mortgagor in the Mortgage shall now be deemed to be Abenaki.

Executed on the day and year first above written.

ABENAKI WATER CO., INC.

By: _____

Name:

Title:

STATE OF NEW HAMPSHIRE

By: _____

Robert R. Scott

Commissioner, NH Department of

Environmental Services

STATE OF NEW HAMPSHIRE

COUNTY OF

The forgoing instrument was acknowledged before me this ___ day of _____, 2018 by _____, the _____ of Abenaki Water Co., Inc, on behalf of said corporation.

Notary Public

My commission expires:

STATE OF NEW HAMPSHIRE

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, the _____ on behalf of the State of New Hampshire.

Notary Public

My commission expires:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES

Assumption and Amendment Agreement

THIS ASSUMPTION AND AMENDMENT AGREEMENT dated _____,
2018 has two parties:

- (1) the State of New Hampshire (the "State"), whose address is c/o Department of Environmental Services, 29 Hazen Drive, Concord, New Hampshire 03301, and
- (2) the following corporation:

Abenaki Water Co. Inc.
37 Northwest Drive
Plainville, Connecticut 06062
(the "Borrower")

WHEREAS, the Borrower wishes to acquire the business assets of Tioga River Water Company, Inc. ("Tioga").

WHEREAS, Tioga borrowed up to \$230,000 from the State to finance improvements to its water system pursuant to a Loan Agreement dated November 2, 2009 between the State and Tioga (the "Loan Agreement") as evidenced by Tioga's Promissory Note dated November 2, 2009 in the original principal amount of \$230,000, as amended by an Allonge dated December 14, 2011 (as amended, the "Note").

WHEREAS, Tioga obligations under the Loan Agreement and the Note are secured by a Security Agreement dated November 2, 2009 between Tioga and the State (the "Security Agreement"), a Collateral Assignment of Contracts, Plans and Permits dated November 2, 2009 between Tioga and the State (the "Collateral Assignment") and a Mortgage and Security Agreement dated November 2, 2009 between Tioga and the State (the "Mortgage") (the Loan Agreement, the Note, the Security Agreement, the Collateral Assignment and the Mortgage are collectively referred to as the "Loan Documents").

WHEREAS, the Borrower desires to assume all obligations of Tioga under the Loan Documents;

WHEREAS, the State is agreeable to the Borrower assuming such obligations; and

NOW THEREFORE in consideration for the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms herein that are not otherwise defined herein shall have the meaning provided in the Loan Agreement.

2. Assumption. The Borrower hereby assumes each and every obligation of Tioga under each of the Loan Documents.

3. Representations and Warranties of the Borrower. The Borrower represents and warrants as follows:

(a) No Litigation. No litigation or proceedings are pending or threatened against the Borrower that could affect the validity or priority of the lien of the Mortgage or other security for the Note or that could affect the Borrower's ability to perform its obligations under the this Agreement or the Loan Documents;

(b) Financial Statements. The financial statements of the Borrower, which were submitted in connection with Borrower's request for this agreement, fairly present the financial condition of the Borrower as of the dates thereof. To the best of the Borrower's knowledge and belief, the Borrower has no contingent obligations, liabilities for taxes or unusual forward or long-term commitments except as set forth in the foregoing financial statements specifically mentioned. Since the date of such financial statements, there has been no material adverse change in the financial condition of the Borrower;

(c) Due Organization and Authority. The Borrower is a duly organized and validly existing New Hampshire corporation in good standing under the laws of the State of New Hampshire. All corporation action has been take on behalf of the Borrower to authorize the execution, delivery and performance of this Agreement by the Borrower. The Borrower has the power and authority to own its properties and to carry on business as now being conducted and is qualified to do business in every jurisdiction where such qualification is necessary and has the power to execute and deliver, and perform its obligations under the Loan Documents, as amended hereby, and the Mortgage Assumption Agreement of near or even date between the Borrower and the State (the "Mortgage Assumption Agreement");

(i) No Conflict; No Required Approvals. The execution and delivery and performance by the Borrower of its obligations under this Agreement and the Mortgage Assumption Agreement will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which the Borrower is a party, or by which it is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Agreement, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower pursuant to, any such indenture, agreement or instrument. The Borrower is not required to obtain any consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency in connection with or as a condition to the execution, delivery or performance of

this Agreement or the Mortgage Assumption Agreement except the approval of the New Hampshire Public Utilities Commission;

(j) Bankruptcy. Any borrowings made by the Borrower under this Agreement do not and will not render the Borrower insolvent; the Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency laws or the liquidating of all or a major portion of its property, and the Borrower has no knowledge of any person contemplating the filing of any such petition against it, including the properties and assets reflected in its financial statements referred to herein;

(k) No Material Misstatement. No statement of fact made by or on behalf of the Borrower in this Agreement or in any certificate or schedule furnished to the State pursuant thereto, contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading. There is no fact presently known to the Borrower that has not been disclosed to the State that materially affects adversely, nor as far as the Borrower can foresee, will materially affect adversely the property, business, operations or conditions (financial or otherwise) of the Borrower;

(l) Taxes. The Borrower has filed all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments;

(m) Enforceability. This Agreement and the Mortgage Assumption Agreement, upon delivery, and the Note, the Loan Agreement and each of the Security Instruments, as amended by this Agreement and the Mortgage Assumption Agreement, will be the valid and binding obligations of the Borrower, enforceable in accordance with their respective terms, and will not violate any other agreements or instruments to which the Borrower is a party or by which the Borrower is bound.

4. Amendment of Loan Agreement. The Loan Agreement is amended as follows:

(a) The Borrower, as defined in page 1 of the Loan Agreement, shall now be deemed to mean Abenaki Water Co. Inc.

(b) Section 8(i) of the Loan Agreement is amended by adding “, the Assumption and Amendment Agreement dated on or about _____, 2017 between the State and the Borrower” immediately after the term “Security Instrument”.

(c) Section 13.2 of the Loan Agreement is amended by changing the caption to “Number and Gender and References” and adding the following sentence to the end thereof:

All references to the Note shall be deemed to include the Note as amended by all amendments made from time to time and all references to the Security Instruments shall be deemed to include the Security Instruments as amended by all amendments from time to time.

(d) The first line of Section 13.6 of the Loan Agreement is amended by adding immediately after the word "Agreement" ", as amended by the Assumption and Amendment Agreement dated on or about _____, 2017 between the Borrower and the State".

5. Amendment of Note. The Note is hereby amended as follows:

(a) The Maker as defined in the first paragraph of the Note is replaced with Abenaki Water Co., Inc.

(b) All references to the Loan Agreement and Security Instruments shall include such instruments as amended from time to time.

6. Amendment of Collateral Assignment of Contracts, Plans and Permits. The Collateral Assignment is hereby as follows:

(a) "Assignor" shall mean Abenaki Water Co., Inc.

(b) All references to the Loan Agreement, the Security Instruments and the Promissory Note of the Assignor in the original principal amount of \$230,000 shall include such instruments as they may be amended from time to time.

7. Amendment of Security Agreement. The Security Agreement is hereby amended as follows:

(a) The "Debtor" shall mean "Abenaki Water Co. Inc.

(b) All references to the Note and the Loan Agreement shall include such instruments as amended from time to time.

8. Force and Effect. In all other respects the Loan Agreement and related loan documents shall remain in full force and effect.

9. Sovereign Immunity. Nothing contained in this Agreement, the Allonge, the Amendment of Mortgage and Collateral Assignment, the Loan Agreement, the Note or the Security Instruments shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

10. Additional Deliveries. Contemporaneously with the execution and delivery of this Amendment, the Borrower shall deliver to the State:

(a) such documents as the State shall reasonably request evidence the Borrower's due organization and valid existence and authorization of this Amendment and the transactions contemplated hereby;

- (b) a certificate of insurance addressed to the State evidencing liability insurance for the Premises with the State listed as additional insured;
- (c) the executed Mortgage Assumption Agreement, in form and substance acceptable to the State; and
- (d) endorsements to the State's title insurance policy insuring the Mortgage, as amended by the Mortgage Assumption Agreement including a date down endorsement, in form and substance reasonably acceptable to the State.

IN WITNESS WHEREOF, the State and the Borrower have each duly caused this First Amendment to Loan Agreement to be executed, by their respective officers, thereunto duly authorized, as of the day and year indicated above.

THE STATE OF NEW HAMPSHIRE

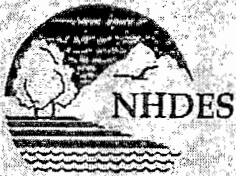
Witness

By: _____
Robert R. Scott
Commissioner
New Hampshire Department of Environmental
Services

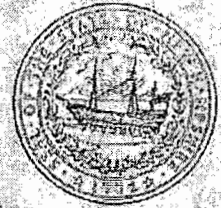
ABENAKI WATER CO., INC.

Witness

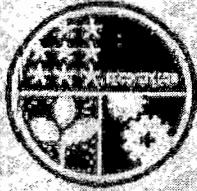
By: _____
Name:
Title:



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner



STATE OF NEW HAMPSHIRE
**American Recovery
and Reinvestment Act**



November 30, 2011

APPROVED G & C

DATE 12/14/11
ITEM # 67

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to approve a Supplemental Loan Agreement (SLA) with Tioga River Water Company, Inc. (Vendor No. 201381) in the amount of \$230,000. This finalizes the loan amount used to finance the water system improvements project under the provisions of RSA 486:14 and N.H. Administrative Rules Env-Dw 1100 effective upon Governor & Council approval. 50% ARRA, 39% Federal Funds, 11% Capital (General Funds)

EXPLANATION

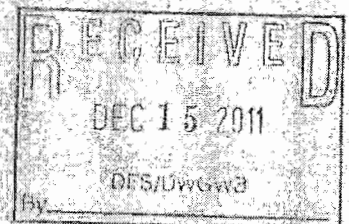
The purpose of the SLA for Tioga River Water Company, Inc. is to amend the Original Loan Agreement that was originally approved by Governor and Council on October 7, 2009, as late item O in the amount of \$230,000. The project is complete and the full amount was disbursed. This SLA finalizes the principal loan amount and establishes the long term principal and interest repayment schedule. The purpose of the project was to improve water system reliability and water quality at two public water systems.

Under the terms of the Supplemental Loan Agreement, Tioga River Water Company, Inc. will pay back the principal sum of \$115,000 with interest, over a twenty-year period, payable in installments as provided in the agreement. Under the American Recovery and Reinvestment Act of 2009, the project is eligible for 50% principal forgiveness. This represents the total amount borrowed of \$230,000 less principal forgiveness at the rate of 50% in the amount of \$115,000, for a total repayment balance of \$115,000. This loan is being issued under the Drinking Water State Revolving Loan Fund program for the purpose of financing the water system improvements mentioned above. Attached are the agreement and the debt service schedule for this loan.

We respectfully request your approval.

Thomas S. Burack
Commissioner

Attachments



His Excellency Governor John H. Lynch
and the Honorable Council

Page 2

DEPARTMENT OF ENVIRONMENTAL SERVICES
WATER DIVISION

DRINKING WATER STATE REVOLVING FUND

Supplemental information to Governor and Council request to finalize the loan agreement under RSA 486:14 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. for the public water system listed below:

This request will affect the balance of the loan funds available as follows ¹:

	<u>DWSRF</u>	<u>ARRA</u>
Federal Funds	\$97,925,248	\$18,720,000
Plus 20% State Match	\$26,424,860	\$0
Total Funds Authorized/Available	<u>\$124,350,108</u>	<u>\$18,720,000</u>
Less Loans Previously Approved	\$112,505,615	\$18,720,000
Funds Available for Loans	<u>\$11,844,493</u>	<u>\$0</u>

Supplemental Loan Agreement

	<u>Original Loan</u>	<u>Final Loan</u>	
Tioga River Water Co - 0202030	\$230,000	(\$230,000)	<u>\$0</u>
Less New Loans Being Requested			<u>(\$400,000)</u> <u>\$0</u>
Balance Available after G & C Approval			<u><u>\$11,444,493</u></u> <u><u>\$0</u></u>

⁽¹⁾ See DWSRF loan status table for breakdown of grants by year.

NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
Drinking Water State Revolving Loan Program

<u>DWSRF Fund Available For Loans</u>	<u>Amount</u>
1997 - 2006 Capitalization Grants	\$84,740,500
Plus State Match	\$16,952,100
Less Setasides	<u>(\$18,990,542)</u>
Total 1997-2006 Funds Available for Loans	\$82,702,058
2007 Capitalization Grant	\$8,229,000
Plus State Match	\$1,646,160
Less Setasides	<u>(\$2,550,990)</u>
Total 2007 Funds Available for Loans	\$7,324,170
2008 Capitalization Grant	\$8,146,000
Plus State Match	\$1,629,200
Less Setasides	<u>(\$2,525,260)</u>
Total 2008 Funds Available for Loans	\$7,249,940
2009 Capitalization Grant	\$8,146,000
Plus State Match	\$1,629,200
Less Setasides	<u>(\$2,525,260)</u>
Total 2009 Funds Available for Loans	\$7,249,940
2010 Capitalization Grant	\$13,573,000
Plus State Match	\$2,714,600
Less Setasides	<u>(\$4,712,120)</u>
Total 2010 Funds Available for Loans	\$11,575,480
2011 Capitalization Grant	\$9,268,000
Plus State Match	\$1,853,600
Less Setasides	<u>(\$2,873,080)</u>
Total 2011 Funds Available for Loans	\$8,248,520
Total 1997-2011 Funds Available for Loans	\$124,350,108

**ALLONGE TO
PROMISSORY NOTE AND AMENDMENT OF LOAN AGREEMENT**

Allonge and Amendment made this 14th day of December, 2011, effective as of December 1, 2010, between Tioga River Water Company, Inc., a New Hampshire company with principal place of business at 1440 Lake Shore Road, Gilford, New Hampshire 03249 (the "Maker"), and the State of New Hampshire with an address of c/o Department of Environmental Services, P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095 (the "Payee").

RECITALS

A. Pursuant to a Loan Agreement dated November 2, 2009 between the Payee and the Maker (as amended, the "Loan Agreement"), the Payee agreed to lend to the Maker up to \$230,000 to finance the water system improvements which loan is evidenced by the promissory note from the Maker to the Payee dated November 2, 2009 in the principal amount of \$230,000 (as amended, the "Note");

B. The Payee has advanced the full amount of the loan to the Maker pursuant to the Loan Agreement required for the construction of the Improvements (as defined in the Note), and the Improvements have been substantially completed; no further advances of loan funds are necessary;

C. The parties desire to clarify the respective rights and obligations of the Payee and the Maker regarding repayment by amending the Note and the Loan Documents pursuant to the terms of this allonge;

NOW THEREFORE, the parties agree as follows:

1. The Note is hereby amended as follows:
 - (a) to provide that the Interest Rate Change Date, as defined in the ninth, tenth and eleventh lines of the initial paragraph of the Note, is December 1, 2010, and
 - (b) by replacing "the lower of (A) the annual rate of Three and Seven Hundred Forty-Four Thousandths percent (3.744%) or (B) Eighty percent (80 %) of the established 11 General Obligations Bond Index published during the first week of the month of October before the Interest Rate Change Date" in the initial paragraph of the Note with "Two and Eight Six Hundred Sixty-four Thousandths percent (2.864%)".
 - (c) Section 1 of the Note is hereby amended by striking the section in its entirety and replacing it with the following:

"1. Payments.

- (a) Commencing June 1, 2011, interest only shall be paid in six (6) consecutive monthly installments on the first day of each month and (the first such payment shall include all previously accrued interest), and
- (b) Commencing December 1, 2011, the interest and principal of this Note shall be paid in Two Hundred and Forty (240) consecutive monthly payments in the amounts provided in the column entitled "Total Payment" in the amortization schedule attached hereto as Schedule A upon the dates set forth therein opposite each payment (for each due date in Schedule A the amounts shown in the column captioned "Total Payment" is the sum of the amount in the column captioned "Principal Payment" plus the amount in the column captioned "Interest Payment" plus the amount in the column captioned "Administrative Fee" because the Charge Rate has been divided into two parts, an interest rate and an administrative fee, solely for administrative purposes of the Payee.) The loan evidenced by the Note qualifies for Fifty percent (50%) debt forgiveness under regulations of the State of New Hampshire, Department of Environmental Services. Schedule A provides for a portion of the principal amount of the Note to be forgiven at the time the initial principal payment is paid. If the remaining balance of the Note is prepaid or required to be prepaid for any reason, including without limitation upon acceleration after a default as provided in Section 6 of the Note, the full remaining amount of principal, without regard to amounts scheduled to be forgiven in connection with payments not yet paid, whether otherwise due or not, together with accrued interest and other charges, shall be due and payable, and
- (c) On November 1, 2031, all remaining unpaid principal together with accrued interest and any other unpaid charges shall be due and payable, and
- (d) All payments shall be applied first to accrued interest and then principal."

2. Each of the Loan Documents other than the Note is hereby amended to change all references to the Note therein to include the Note as hereby amended and by any future amendments of the Note.
3. All terms of the Note and the Loan Documents that are not amended hereby shall remain in full force and effect.

(Signature page follows)

Executed as of the day and year first above written.

TIOGA RIVER WATER COMPANY, INC.

Thomas A. Lord
Witness

By: N. N. Hami
Title:
Duly Authorized

THE STATE OF NEW HAMPSHIRE

Timothy W. DeW
Witness

By: Thomas S. Burack
Thomas S. Burack, Commissioner
Department of Environmental Services

New Hampshire Department of Environmental Services

Drinking Water SRF Loan Schedule

Print Date: 11/30/2011
 Total Disbursed: 230,000
 Interest rate: 0.8640%
 Administrative Fee: 2.0000%
 Term: 20 Years

any

Outstanding Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payment	Ending Balance
30,000.00	0.00	0.00	2,368.51	0.8640	2,196.03	4,564.54	230,000.00
30,000.00	0.00	0.00	165.60	0.8640	383.33	548.93	230,000.00
30,000.00	0.00	0.00	165.60	0.8640	383.33	548.93	230,000.00
30,000.00	0.00	0.00	165.60	0.8640	383.33	548.93	230,000.00
30,000.00	0.00	0.00	165.60	0.8640	383.33	548.93	230,000.00
30,000.00	0.00	0.00	165.60	0.8640	383.33	548.93	230,000.00
30,000.00	81.00	115,000.00	165.60	0.8640	383.33	629.93	114,919.00
14,919.00	357.00	0.00	82.74	0.8640	191.53	631.27	114,562.00
14,562.00	358.00	0.00	82.48	0.8640	190.94	631.42	114,204.00
14,204.00	359.00	0.00	82.23	0.8640	190.34	631.57	113,845.00
13,845.00	360.00	0.00	81.97	0.8640	189.74	631.71	113,485.00
13,485.00	361.00	0.00	81.71	0.8640	189.14	631.85	113,124.00
13,124.00	362.00	0.00	81.45	0.8640	188.54	631.99	112,762.00
12,762.00	362.00	0.00	81.19	0.8640	187.94	631.13	112,400.00
12,400.00	363.00	0.00	80.93	0.8640	187.33	631.26	112,037.00
12,037.00	364.00	0.00	80.67	0.8640	186.73	631.40	111,673.00
11,673.00	365.00	0.00	80.40	0.8640	186.12	631.52	111,308.00
11,308.00	366.00	0.00	80.14	0.8640	185.51	631.65	110,942.00
10,942.00	367.00	0.00	79.88	0.8640	184.90	631.78	110,575.00
10,575.00	368.00	0.00	79.61	0.8640	184.29	631.90	110,207.00
10,207.00	368.00	0.00	79.35	0.8640	183.68	631.03	109,839.00
09,839.00	369.00	0.00	79.08	0.8640	183.07	631.15	109,470.00
09,470.00	370.00	0.00	78.82	0.8640	182.45	631.27	109,100.00
09,100.00	371.00	0.00	78.55	0.8640	181.83	631.38	108,729.00
08,729.00	372.00	0.00	78.28	0.8640	181.22	631.50	108,357.00
08,357.00	373.00	0.00	78.02	0.8640	180.60	631.62	107,984.00
07,984.00	374.00	0.00	77.75	0.8640	179.97	631.72	107,610.00
07,610.00	375.00	0.00	77.48	0.8640	179.35	631.83	107,235.00
07,235.00	376.00	0.00	77.21	0.8640	178.73	631.94	106,859.00
06,859.00	376.00	0.00	76.94	0.8640	178.10	631.04	106,483.00
06,483.00	377.00	0.00	76.67	0.8640	177.47	631.14	106,106.00
06,106.00	378.00	0.00	76.40	0.8640	176.84	631.24	105,728.00
05,728.00	379.00	0.00	76.12	0.8640	176.21	631.33	105,349.00
05,349.00	380.00	0.00	75.85	0.8640	175.58	631.43	104,969.00
04,969.00	381.00	0.00	75.58	0.8640	174.95	631.53	104,588.00
04,588.00	382.00	0.00	75.30	0.8640	174.31	631.61	104,206.00
04,206.00	383.00	0.00	75.03	0.8640	173.68	631.71	103,823.00
03,823.00	384.00	0.00	74.75	0.8640	173.04	631.79	103,439.00

11/30/2011

New Hampshire Department of Environmental Services

Drinking Water SRF Loan Schedule

Print Date: 11/30/2011
 Total Disbursed: 230,000
 Interest rate: 0.8640%
 Administrative Fee: 2.0000%
 Term: 20 Years

any

Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payment	Ending Balance
03,439.00	385.00	0.00	74.48	0.8640	172.40	631.88	103,054.00
03,054.00	386.00	0.00	74.20	0.8640	171.76	631.96	102,668.00
02,668.00	386.00	0.00	73.92	0.8640	171.11	631.03	102,282.00
02,282.00	387.00	0.00	73.64	0.8640	170.47	631.11	101,895.00
01,895.00	388.00	0.00	73.36	0.8640	169.83	631.19	101,507.00
01,507.00	389.00	0.00	73.09	0.8640	169.18	631.27	101,118.00
01,118.00	390.00	0.00	72.80	0.8640	168.53	631.33	100,728.00
00,728.00	391.00	0.00	72.52	0.8640	167.88	631.40	100,337.00
00,337.00	392.00	0.00	72.24	0.8640	167.23	631.47	99,945.00
99,945.00	393.00	0.00	71.96	0.8640	166.58	631.54	99,552.00
99,552.00	394.00	0.00	71.68	0.8640	165.92	631.60	99,158.00
99,158.00	395.00	0.00	71.39	0.8640	165.26	631.65	98,763.00
98,763.00	396.00	0.00	71.11	0.8640	164.61	631.72	98,367.00
98,367.00	397.00	0.00	70.82	0.8640	163.95	631.77	97,970.00
97,970.00	398.00	0.00	70.54	0.8640	163.28	631.82	97,572.00
97,572.00	399.00	0.00	70.25	0.8640	162.62	631.87	97,173.00
97,173.00	400.00	0.00	69.96	0.8640	161.96	631.92	96,773.00
96,773.00	401.00	0.00	69.68	0.8640	161.29	631.97	96,372.00
96,372.00	401.00	0.00	69.39	0.8640	160.62	631.01	95,971.00
95,971.00	402.00	0.00	69.10	0.8640	159.95	631.05	95,569.00
95,569.00	403.00	0.00	68.81	0.8640	159.28	631.09	95,166.00
95,166.00	404.00	0.00	68.52	0.8640	158.61	631.13	94,762.00
94,762.00	405.00	0.00	68.23	0.8640	157.94	631.17	94,357.00
94,357.00	406.00	0.00	67.94	0.8640	157.26	631.20	93,951.00
93,951.00	407.00	0.00	67.64	0.8640	156.59	631.23	93,544.00
93,544.00	408.00	0.00	67.35	0.8640	155.91	631.26	93,136.00
93,136.00	409.00	0.00	67.06	0.8640	155.23	631.29	92,727.00
92,727.00	410.00	0.00	66.76	0.8640	154.55	631.31	92,317.00
92,317.00	411.00	0.00	66.47	0.8640	153.86	631.33	91,906.00
91,906.00	412.00	0.00	66.17	0.8640	153.18	631.35	91,494.00
91,494.00	413.00	0.00	65.88	0.8640	152.49	631.37	91,081.00
91,081.00	414.00	0.00	65.58	0.8640	151.80	631.38	90,667.00
90,667.00	415.00	0.00	65.28	0.8640	151.11	631.39	90,252.00
90,252.00	416.00	0.00	64.98	0.8640	150.42	631.40	89,836.00
89,836.00	417.00	0.00	64.68	0.8640	149.73	631.41	89,419.00
89,419.00	418.00	0.00	64.38	0.8640	149.03	631.41	89,001.00
89,001.00	419.00	0.00	64.08	0.8640	148.34	631.42	88,582.00
88,582.00	420.00	0.00	63.78	0.8640	147.64	631.42	88,162.00

11/30/2011

New Hampshire Department of Environmental Services

Drinking Water SRF Loan Schedule

Print Date: 11/30/2011
 Total Disbursed: 230,000
 Interest rate: 0.8640%
 Administrative Fee: 2.0000%
 Term: 20 Years

any

Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payment	Ending Balance
88,162.00	421.00	0.00	63.48	0.8640	146.94	631.42	87,741.00
87,741.00	422.00	0.00	63.17	0.8640	146.24	631.41	87,319.00
87,319.00	423.00	0.00	62.87	0.8640	145.53	631.40	86,896.00
86,896.00	424.00	0.00	62.57	0.8640	144.83	631.40	86,472.00
86,472.00	425.00	0.00	62.26	0.8640	144.12	631.38	86,047.00
86,047.00	426.00	0.00	61.95	0.8640	143.41	631.36	85,621.00
85,621.00	427.00	0.00	61.65	0.8640	142.70	631.35	85,194.00
85,194.00	428.00	0.00	61.34	0.8640	141.99	631.33	84,766.00
84,766.00	429.00	0.00	61.03	0.8640	141.28	631.31	84,337.00
84,337.00	430.00	0.00	60.72	0.8640	140.56	631.28	83,907.00
83,907.00	431.00	0.00	60.41	0.8640	139.85	631.26	83,476.00
83,476.00	432.00	0.00	60.10	0.8640	139.13	631.23	83,044.00
83,044.00	433.00	0.00	59.79	0.8640	138.41	631.20	82,611.00
82,611.00	434.00	0.00	59.48	0.8640	137.69	631.17	82,177.00
82,177.00	435.00	0.00	59.17	0.8640	136.96	631.13	81,742.00
81,742.00	436.00	0.00	58.85	0.8640	136.24	631.09	81,306.00
81,306.00	437.00	0.00	58.54	0.8640	135.51	631.05	80,869.00
80,869.00	439.00	0.00	58.23	0.8640	134.78	632.01	80,430.00
80,430.00	440.00	0.00	57.91	0.8640	134.05	631.96	79,990.00
79,990.00	441.00	0.00	57.59	0.8640	133.32	631.91	79,549.00
79,549.00	442.00	0.00	57.28	0.8640	132.58	631.86	79,107.00
79,107.00	443.00	0.00	56.96	0.8640	131.85	631.81	78,664.00
78,664.00	444.00	0.00	56.64	0.8640	131.11	631.75	78,220.00
78,220.00	445.00	0.00	56.32	0.8640	130.37	631.69	77,775.00
77,775.00	446.00	0.00	56.00	0.8640	129.63	631.63	77,329.00
77,329.00	447.00	0.00	55.68	0.8640	128.88	631.56	76,882.00
76,882.00	448.00	0.00	55.36	0.8640	128.14	631.50	76,434.00
76,434.00	449.00	0.00	55.03	0.8640	127.39	631.42	75,985.00
75,985.00	450.00	0.00	54.71	0.8640	126.64	631.35	75,535.00
75,535.00	451.00	0.00	54.39	0.8640	125.89	631.28	75,084.00
75,084.00	452.00	0.00	54.06	0.8640	125.14	631.20	74,632.00
74,632.00	453.00	0.00	53.74	0.8640	124.39	631.13	74,179.00
74,179.00	455.00	0.00	53.41	0.8640	123.63	632.04	73,724.00
73,724.00	456.00	0.00	53.08	0.8640	122.87	631.95	73,268.00
73,268.00	457.00	0.00	52.75	0.8640	122.11	631.86	72,811.00
72,811.00	458.00	0.00	52.42	0.8640	121.35	631.77	72,353.00
72,353.00	459.00	0.00	52.09	0.8640	120.59	631.68	71,894.00
71,894.00	460.00	0.00	51.76	0.8640	119.82	631.58	71,434.00

11/30/2011

New Hampshire Department of Environmental Services

Drinking Water SRF Loan Schedule

Print Date: 11/30/2011
 Total Disbursed: 230,000
 Interest rate: 0.8640%
 Administrative Fee: 2.0000%
 Term: 20 Years

any

Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payment	Ending Balance
71,434.00	461.00	0.00	51.43	0.8640	119.06	631.49	70,973.00
70,973.00	462.00	0.00	51.10	0.8640	118.29	631.39	70,511.00
70,511.00	463.00	0.00	50.77	0.8640	117.52	631.29	70,048.00
70,048.00	464.00	0.00	50.43	0.8640	116.75	631.18	69,584.00
69,584.00	465.00	0.00	50.10	0.8640	115.97	631.07	69,119.00
69,119.00	467.00	0.00	49.77	0.8640	115.20	631.97	68,652.00
68,652.00	468.00	0.00	49.43	0.8640	114.42	631.85	68,184.00
68,184.00	469.00	0.00	49.09	0.8640	113.64	631.73	67,715.00
67,715.00	470.00	0.00	48.75	0.8640	112.86	631.61	67,245.00
67,245.00	471.00	0.00	48.42	0.8640	112.08	631.50	66,774.00
66,774.00	472.00	0.00	48.08	0.8640	111.29	631.37	66,302.00
66,302.00	473.00	0.00	47.74	0.8640	110.50	631.24	65,829.00
65,829.00	474.00	0.00	47.40	0.8640	109.72	631.12	65,355.00
65,355.00	476.00	0.00	47.06	0.8640	108.93	631.99	64,879.00
64,879.00	477.00	0.00	46.71	0.8640	108.13	631.84	64,402.00
64,402.00	478.00	0.00	46.37	0.8640	107.34	631.71	63,924.00
63,924.00	479.00	0.00	46.03	0.8640	106.54	631.57	63,445.00
63,445.00	480.00	0.00	45.68	0.8640	105.74	631.42	62,965.00
62,965.00	481.00	0.00	45.33	0.8640	104.94	631.27	62,484.00
62,484.00	482.00	0.00	44.99	0.8640	104.14	631.13	62,002.00
62,002.00	484.00	0.00	44.64	0.8640	103.34	631.98	61,518.00
61,518.00	485.00	0.00	44.29	0.8640	102.53	631.82	61,033.00
61,033.00	486.00	0.00	43.94	0.8640	101.72	631.66	60,547.00
60,547.00	487.00	0.00	43.59	0.8640	100.91	631.50	60,060.00
60,060.00	488.00	0.00	43.24	0.8640	100.10	631.34	59,572.00
59,572.00	489.00	0.00	42.89	0.8640	99.29	631.18	59,083.00
59,083.00	491.00	0.00	42.54	0.8640	98.47	632.01	58,592.00
58,592.00	492.00	0.00	42.19	0.8640	97.65	631.84	58,100.00
58,100.00	493.00	0.00	41.83	0.8640	96.83	631.66	57,607.00
57,607.00	494.00	0.00	41.48	0.8640	96.01	631.49	57,113.00
57,113.00	495.00	0.00	41.12	0.8640	95.19	631.31	56,618.00
56,618.00	496.00	0.00	40.76	0.8640	94.36	631.12	56,122.00
56,122.00	498.00	0.00	40.41	0.8640	93.54	631.95	55,624.00
55,624.00	499.00	0.00	40.05	0.8640	92.71	631.76	55,125.00
55,125.00	500.00	0.00	39.69	0.8640	91.88	631.57	54,625.00
54,625.00	501.00	0.00	39.33	0.8640	91.04	631.37	54,124.00
54,124.00	502.00	0.00	38.97	0.8640	90.21	631.18	53,622.00
53,622.00	504.00	0.00	38.61	0.8640	89.37	631.98	53,118.00

11/30/2011

New Hampshire Department of Environmental Services

Drinking Water SRF Loan Schedule

Print Date: 11/30/2011
 Total Disbursed: 230,000
 Interest rate: 0.8640%
 Administrative Fee: 2.0000%
 Term: 20 Years

any

Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payment	Ending Balance
53,118.00	505.00	0.00	38.24	0.8640	88.53	631.77	52,613.00
52,613.00	506.00	0.00	37.88	0.8640	87.69	631.57	52,107.00
52,107.00	507.00	0.00	37.52	0.8640	86.85	631.37	51,600.00
51,600.00	508.00	0.00	37.15	0.8640	86.00	631.15	51,092.00
51,092.00	510.00	0.00	36.79	0.8640	85.15	631.94	50,582.00
50,582.00	511.00	0.00	36.42	0.8640	84.30	631.72	50,071.00
50,071.00	512.00	0.00	36.05	0.8640	83.45	631.50	49,559.00
49,559.00	513.00	0.00	35.68	0.8640	82.60	631.28	49,046.00
49,046.00	514.00	0.00	35.31	0.8640	81.74	631.05	48,532.00
48,532.00	516.00	0.00	34.94	0.8640	80.89	631.83	48,016.00
48,016.00	517.00	0.00	34.57	0.8640	80.03	631.60	47,499.00
47,499.00	518.00	0.00	34.20	0.8640	79.17	631.37	46,981.00
46,981.00	519.00	0.00	33.83	0.8640	78.30	631.13	46,462.00
46,462.00	521.00	0.00	33.45	0.8640	77.44	631.89	45,941.00
45,941.00	522.00	0.00	33.08	0.8640	76.57	631.65	45,419.00
45,419.00	523.00	0.00	32.70	0.8640	75.70	631.40	44,896.00
44,896.00	524.00	0.00	32.33	0.8640	74.83	631.16	44,372.00
44,372.00	526.00	0.00	31.95	0.8640	73.95	631.90	43,846.00
43,846.00	527.00	0.00	31.57	0.8640	73.08	631.65	43,319.00
43,319.00	528.00	0.00	31.19	0.8640	72.20	631.39	42,791.00
42,791.00	529.00	0.00	30.81	0.8640	71.32	631.13	42,262.00
42,262.00	531.00	0.00	30.43	0.8640	70.44	631.87	41,731.00
41,731.00	532.00	0.00	30.05	0.8640	69.55	631.60	41,199.00
41,199.00	533.00	0.00	29.66	0.8640	68.67	631.33	40,666.00
40,666.00	534.00	0.00	29.28	0.8640	67.78	631.06	40,132.00
40,132.00	536.00	0.00	28.90	0.8640	66.89	631.79	39,596.00
39,596.00	537.00	0.00	28.51	0.8640	65.99	631.50	39,059.00
39,059.00	538.00	0.00	28.12	0.8640	65.10	631.22	38,521.00
38,521.00	540.00	0.00	27.74	0.8640	64.20	631.94	37,981.00
37,981.00	541.00	0.00	27.35	0.8640	63.30	631.65	37,440.00
37,440.00	542.00	0.00	26.96	0.8640	62.40	631.36	36,898.00
36,898.00	543.00	0.00	26.57	0.8640	61.50	631.07	36,355.00
36,355.00	545.00	0.00	26.18	0.8640	60.59	631.77	35,810.00
35,810.00	546.00	0.00	25.78	0.8640	59.68	631.46	35,264.00
35,264.00	547.00	0.00	25.39	0.8640	58.77	631.16	34,717.00
34,717.00	549.00	0.00	25.00	0.8640	57.86	631.86	34,168.00
34,168.00	550.00	0.00	24.60	0.8640	56.95	631.55	33,618.00
33,618.00	551.00	0.00	24.20	0.8640	56.03	631.23	33,067.00

11/30/2011

New Hampshire Department of Environmental Services

Drinking Water SRF Loan Schedule

Print Date: 11/30/2011
 Total Disbursed: 230,000
 Interest rate: 0.8640%
 Administrative Fee: 2.0000%
 Term: 20 Years

any

Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payment	Ending Balance
33,067.00	553.00	0.00	23.81	0.8640	55.11	631.92	32,514.00
32,514.00	554.00	0.00	23.41	0.8640	54.19	631.60	31,960.00
31,960.00	555.00	0.00	23.01	0.8640	53.27	631.28	31,405.00
31,405.00	557.00	0.00	22.61	0.8640	52.34	631.95	30,848.00
30,848.00	558.00	0.00	22.21	0.8640	51.41	631.62	30,290.00
30,290.00	559.00	0.00	21.81	0.8640	50.48	631.29	29,731.00
29,731.00	561.00	0.00	21.41	0.8640	49.55	631.96	29,170.00
29,170.00	562.00	0.00	21.00	0.8640	48.62	631.62	28,608.00
28,608.00	563.00	0.00	20.60	0.8640	47.68	631.28	28,045.00
28,045.00	565.00	0.00	20.19	0.8640	46.74	631.93	27,480.00
27,480.00	566.00	0.00	19.79	0.8640	45.80	631.59	26,914.00
26,914.00	567.00	0.00	19.38	0.8640	44.86	631.24	26,347.00
26,347.00	569.00	0.00	18.97	0.8640	43.91	631.88	25,778.00
25,778.00	570.00	0.00	18.56	0.8640	42.96	631.52	25,208.00
25,208.00	571.00	0.00	18.15	0.8640	42.01	631.16	24,637.00
24,637.00	573.00	0.00	17.74	0.8640	41.06	631.80	24,064.00
24,064.00	574.00	0.00	17.33	0.8640	40.11	631.44	23,490.00
23,490.00	575.00	0.00	16.91	0.8640	39.15	631.06	22,915.00
22,915.00	577.00	0.00	16.50	0.8640	38.19	631.69	22,338.00
22,338.00	578.00	0.00	16.08	0.8640	37.23	631.31	21,760.00
21,760.00	580.00	0.00	15.67	0.8640	36.27	631.94	21,180.00
21,180.00	581.00	0.00	15.25	0.8640	35.30	631.55	20,599.00
20,599.00	582.00	0.00	14.83	0.8640	34.33	631.16	20,017.00
20,017.00	584.00	0.00	14.41	0.8640	33.36	631.77	19,433.00
19,433.00	585.00	0.00	13.99	0.8640	32.39	631.38	18,848.00
18,848.00	587.00	0.00	13.57	0.8640	31.41	631.98	18,261.00
18,261.00	588.00	0.00	13.15	0.8640	30.44	631.59	17,673.00
17,673.00	589.00	0.00	12.72	0.8640	29.46	631.18	17,084.00
17,084.00	591.00	0.00	12.30	0.8640	28.47	631.77	16,493.00
16,493.00	592.00	0.00	11.87	0.8640	27.49	631.36	15,901.00
15,901.00	594.00	0.00	11.45	0.8640	26.50	631.95	15,307.00
15,307.00	595.00	0.00	11.02	0.8640	25.51	631.53	14,712.00
14,712.00	596.00	0.00	10.59	0.8640	24.52	631.11	14,116.00
14,116.00	598.00	0.00	10.16	0.8640	23.53	631.69	13,518.00
13,518.00	599.00	0.00	9.73	0.8640	22.53	631.26	12,919.00
12,919.00	601.00	0.00	9.30	0.8640	21.53	631.83	12,318.00
12,318.00	602.00	0.00	8.87	0.8640	20.53	631.40	11,716.00
11,716.00	603.00	0.00	8.44	0.8640	19.53	630.97	11,113.00

11/30/2011

New Hampshire Department of Environmental Services

Drinking Water SRF Loan Schedule

Print Date: 11/30/2011

Total Disbursed: 230,000

Interest rate: 0.8640%

Administrative Fee: 2.0000%

Term: 20 Years

any

Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payment	Ending Balance
11,113.00	605.00	0.00	8.00	0.8640	18.52	631.52	10,508.00
10,508.00	606.00	0.00	7.57	0.8640	17.51	631.08	9,902.00
9,902.00	608.00	0.00	7.13	0.8640	16.50	631.63	9,294.00
9,294.00	609.00	0.00	6.69	0.8640	15.49	631.18	8,685.00
8,685.00	611.00	0.00	6.25	0.8640	14.48	631.73	8,074.00
8,074.00	612.00	0.00	5.81	0.8640	13.46	631.27	7,462.00
7,462.00	614.00	0.00	5.37	0.8640	12.44	631.81	6,848.00
6,848.00	615.00	0.00	4.93	0.8640	11.41	631.34	6,233.00
6,233.00	617.00	0.00	4.49	0.8640	10.39	631.88	5,616.00
5,616.00	618.00	0.00	4.04	0.8640	9.36	631.40	4,998.00
4,998.00	620.00	0.00	3.60	0.8640	8.33	631.93	4,378.00
4,378.00	621.00	0.00	3.15	0.8640	7.30	631.45	3,757.00
3,757.00	622.00	0.00	2.71	0.8640	6.26	630.97	3,135.00
3,135.00	624.00	0.00	2.26	0.8640	5.23	631.49	2,511.00
2,511.00	626.00	0.00	1.81	0.8640	4.19	632.00	1,885.00
1,885.00	627.00	0.00	1.36	0.8640	3.14	631.50	1,258.00
1,258.00	628.00	0.00	0.91	0.8640	2.10	631.01	630.00
630.00	630.00	0.00	0.45	0.8640	1.05	631.50	0.00
	115,000.00	115,000.00	14,225.15		29,642.09	158,867.24	

11/30/2011