

Schedule A

HAWC System History

Company	Year	Docket	Order	Franchise Area
Walnut Ridge Water Company	1977	DE 76-179	12,827	1,826 Acres
Lancaster Farms-Salem	1984	DR 84-267	17,312	144 Acres
Bricketts Mill-Hampstead	1985	DE 85-149	17,848	80 Acres
Squire Ridge-Hampstead	1985	DE 85-274	17,967	140 Acres
Kent Farm-Hampstead	1987	DE 86-198	18,560	1,700 Acres
Kent Farm-Hampstead	1987	DE 86-198	18,598	Supp Order
Woodland Pond-Hampstead	1987	DE 87-211	18,980	701 Acres
Bryant Woods-Atkinson	1988	DE 87-226	19,230	2,340 Acres
Hampstead Area Water Company	1989	DE 89-047	19,717	Hampstead Merger*
Hampstead Area Water Company	1989	DE 89-047	19,751	1,650
Walnut Ridge Water Company	1990	DE 90-129	19,992	Bryant Woods Merger**
HAWC-Bricketts Mill Extension	1990	DE 90-049	19,783	55 Acres
HAWC-Hampstead	1991	DE 91-121	20,224	1,246 Acres
HAWC-Hampstead	1991	DE 91-144	20,320	1,350 Acres
HAWC-Rainbow Ridge-Plaistow	1993	DE 92-129	20,774	370 Acres
HAWC-Stoneford-Sandown	1996	DE 96-201	22,551	152 Acres
HAWC-Colby Pond-Danville	1998	DE 97-154	22,854	3,483 Acres
HAWC-Oak Hill-Chester	2000	DW 00-059	23,577	177 Acres
HAWC-Walnut Ridge & Lancaster Farms	2002	DW 01-204	23,954	Atkinson Merger***
HAWC-Camelot Court-Nottingham	2004	DW 02-198	24,296	44 Acres
HAWC-Cornerstone-Sandown	2004	DW 02-198	24,296	188 Acres
HAWC-Lamplighter-Kingston	2004	DW 02-198	24,296	13.66 Acres
HAWC-Maplevalle-East Kingston	2004	DW 03-150	24,299	107 Acres
HAWC-Dearborn Ridge-Atkinson	2005	DW 04-055	24,501	541 Acres
HAWC-Hampstead Expansion	2005	DW 04-062	24,520	238 Acres
HAWC-Mill Woods-Sandown	2005	DW 05-063	24,544	35 Acres
HAWC-Waterford Village-Sandown	2005	DW 05-070	24,545	90.37 Acres
HAWC-Atkinson Expansion	2005	DW 05-092	24,592	333 Acres
HAWC-Autumn Hills-Sandown	2006	DW 06-016	24,608	33.68 Acres
HAWC - Cooper Grove-Kingston	2008	DW-07-133	24,831	211 Acres
HAWC - Black Rocks Village	2008	DW-07-134	24,856	391 Acres
HAWC - Sargent Woods	2008	DW-07-130	24,884	65.97 Acres
HAWC - Oak Hill Extension	2010	DW-10-204	25,166	27.851 Acres
HAWC - Fairfield Estates	2011	DW-11-218	25,318	21.97 Acres
HAWC - Little River Village	2013	DW-13-323	25,636	127.00 Acres
HAWC - Emery Drive Extension	2014	DW-14-022	25,672	1,125 Acres
HAWC - Sargent Woods Ext.	2014	DW-14-107	25,704	26.82 Acres
HAWC - Snow's Brook.	2015	DW-14-319	25,757	23.11 Acres
HAWC - Kings Landing.	2015	DW-15-254	25,827	35.16 Acres

*Merged Bricketts Mill, Kent Farm, Squire Ridge and Woodland Pond into HAWC

**Merged Bryant Woods into Walnut Ridge with requirement that the Bryant Woods rates apply



June 9, 2016

Christine Lewis Morse
Hampstead Area Water Company
54 Sawyer Ave.
Atkinson, NH

Dear Christine:

I am pleased to inform you that Pentucket Bank has approved your request to assist with the refinance of the existing term note facilities outstanding with TD Bank. The terms and conditions of the financing proposal include the following:

Borrower:	Hampstead Area Water Company
Guarantors:	Christine Lewis Morse
Amount:	\$2,167,000 Term Loan
Purpose:	Assist with the refinance of the existing term note facilities outstanding with TD Bank.
Interest Rate:	The interest rate will be fixed for the first five years at 3.25%, thereafter adjusted every 5 years until term maturity at the then prevailing 5 year FHLBB Classic Advance Rate plus 225 basis points
Term:	15 Years
Amortization:	15 Years
Repayment:	Principal and interest payments based on a fifteen (15) year amortization schedule.
Origination Fee:	Waived.
Collateral:	A security interest in all business assets of Hampstead Area Water Company
Financial Covenant:	The Borrower will be required to maintain a minimum Debt Service Coverage Ratio (DSCR) of 1.00X, which will be tested annually. The DSCR covenant will be defined as net operating income divided by contractual principal and interest prior to distributions and dividends.
Other Covenants:	<p>(A) No interest in the security shall be further encumbered, sold or otherwise alienated with the proper written approval.</p> <p>(B) The present controlling ownership shall not be voluntarily changed without the prior written approval.</p>
Prepayment:	A declining prepayment schedule, 3% of the outstanding principal balance (year1), 2% of the outstanding principal balance (year 2), 2% of the outstanding principal balance (year 3), 1% of the outstanding principal balance (year 4), 1% of the outstanding principal balance (year 5) of the outstanding loan amount. The prepayment penalty would be in effect in the event that the loans were refinanced with another lending institution.

Insurance:

Satisfactory evidence of hazard and liability insurance on the property being pledged as collateral will be provided, naming Pentucket Bank as additional insured and as loss payee.

Other Terms and Conditions:

Legal Standing: Borrower to provide at or prior to closing all documentation required by Bank counsel to confirm the good legal standing of Borrower and Guarantor, and that the appropriate authorizations are in place to enter into this transaction.

Subordinate Financing: Any subordinate financing whether at the time of closing or at any time during the life of the loan, is subject to approval by the Bank.

Deposits: Borrower's deposit, reserve and operating accounts are to be maintained at Pentucket Bank for the life of the loan.

Non-Assignability: This commitment is not assignable without the prior written consent of Pentucket Bank.

Expenses: Borrower agrees to pay all costs incidental to the contemplated loan transaction, including, without limitation, title insurance premiums and survey expenses including the normal charges to Lender's counsel for transaction is ultimately closed. Borrower to pay all expenses associated with this transaction including, but not limited to, legal, environmental, and appraisal fees, whether or not this loan closes.

Documentation: The Borrower shall be required to execute or cause to be executed or cause to be delivered to Pentucket Bank such instruments, documents, certificates, and assurances as the Bank shall request in connection with funding the loan on the basis outlined above and in connection with the Borrower's authority and capacity to accept the loans and execute the Loan Documents. All such requirements and any loan documents shall be subject to the Bank's approval and the approval of Bank's counsel as to form and substance. All of the terms and conditions contained in this document shall survive the loan closing transaction and be considered a part of any and all loan documentation executed between the Bank and the Borrower.

Adverse Change: If any material adverse change in Borrower's or Guarantor's financial condition occurs or becomes known to the Bank between this commitment and the loan closing, or any adverse change in the environmental or physical condition of the property occurs or becomes known to the Bank between this commitment and the loan closing, the Bank shall have the right to withdraw this commitment.

Legal: All legal matters include, but are not limited to (a) the required documents to support this loan, (b) assurance that the company complies with all applicable laws, regulations and ordinances affecting the operations of the water company are subject to approval of Lender and its counsel.

Financial Statements: The Borrower shall agree to furnish Lender within one hundred twenty (120) days after the close of each fiscal year annual financial statements, personal financial statements and / or tax returns from all guarantors of this loan.

Management prepared operating statements for the subject property upon request.

Additional Requirements: Lender is to be provided with the following documents for its examination and approval prior to the loan closing:

- A.** Borrower and Guarantors (where applicable) shall provide a certified copy of their organizational documents and all amendments thereto, proof of qualification to do business in the State of New Hampshire, a listing of all officers of the corporation, and a certified copy of the resolution of your governing body authorizing you to enter into this loan and executed the documents contemplated hereby.
- B.** Such other documents our legal counsel shall reasonable require.

As a further condition of the commitment, and in order to obtain a prompt determination of rights and reduce costs, the Bank, Borrower and each Guarantor, hereby knowingly, voluntarily, intentionally and irrevocably waives any right that anyone of them may have to a trial by jury in respect of any litigation, action or proceeding which arises out of, or is in any way connected with this commitment letter, any note, mortgage, security agreement, any guaranty, any letter of credit or any other instrument or document executed in connection herewith or any of the transactions contemplated herein or therein. The Borrower and each guarantor hereby certify that no representative, employee, agent or counsel of the Bank has represented, whether expressly or otherwise, that the Bank would not, in the event of such litigation, action or proceeding, seek to enforce this waiver of right to trial by jury.

Borrower's Representation: This commitment has been issued to the Borrower on the basis of all information, materials and data supplied to Lender by the Borrower. Any misrepresentation therein contained shall, at the option of Lender exercise by notice in writing to the Borrower, terminate any and all obligations of Lender under this Commitment.

Termination of Commitment: Lender may terminate the Commitment by notice in writing to the Borrower in the event that:

- A. The Borrower shall fail or refuse to comply in a timely way with any of the terms, provisions or conditions of the Commitment; or
- B. Prior to the closing of the loan, any adverse change shall occur in the financial condition of the Borrower or Guarantors of the loan from the condition represented in the loan application or any supporting documentation.

Modification-Entire Agreement: This commitment constitutes the entire understanding between the Bank and the Borrower and supersedes all prior oral and written communications as they pertain to this commitment. This commitment letter may not be altered except by a writing signed by authorized representatives of the Bank and the Borrower.

Other Essential Terms: The summary of terms and conditions set forth in this letter does not purport to include all of the conditions, covenants, representations, warranties, default and other provisions which will be contained in the definitive documents of the transaction which must be satisfactory to lender's counsel. In addition to definitive financial and business covenants, closing conditions (including legal opinions of borrower's and lenders counsel), financial and reporting requirements and representations and warranties as to the financial condition and business affairs of the borrower, additional provisions will include, but will not be necessarily limited to, appropriate insurance, access to books, records and property, payment of indebtedness, taxes, and governmental charges, compliance with ERISA, environmental laws and other federal, state, and local statutes, sales by bank of participations in the credit and defaults, cross defaults and remedies.

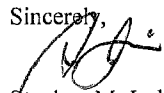
Customer Identification: Federal law requires that banks obtain and verify information regarding the identity of their customers. Therefore, at least to two business days prior to closing, the Borrower must provide the Bank with such information, documents or other evidence of identity as the Bank may, in its sole discretion, require. Satisfaction of this requirement and verification of Borrower identity by the Bank, as determined by the Bank in its sole discretion, shall be a precondition to the Bank closing or funding any loan to the Borrower.

Limitation of Liability: None of the bank's depositors, incorporators, trustees, nor any of its officers, shall be liable personally hereunder for any action taken with respect to Borrower's application, this commitment or the closing of the Loan. The Borrower, upon acceptance hereof, agrees that in the event of a dispute with respect to this commitment or any loan pursuant hereto, the Borrower will look solely to the Bank for any performance of any obligations or for any other claim.

Hazardous Materials Indemnification: The Borrower agrees to indemnify and hold the Bank harmless of, from against any all claims, suit, judgments, choices in action, costs and expenses (including, without limitation, reasonable attorney's fees) arising from any such oil, hazardous materials or toxic substance. This indemnity shall survive repayment of the Loan and the exercise of the bank's rights under the loan documents.

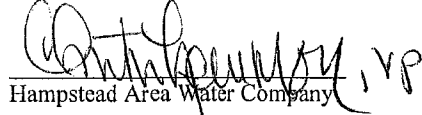
Acceptance & Closing: This commitment shall become null and void if not accepted by June 30, 2016 or if a closing has not occurred by November 30, 2016.

Sincerely,

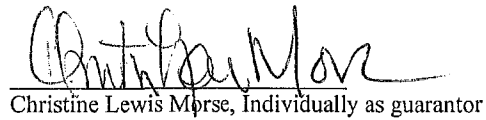


Stephen M. Jasklevicus
Senior Vice President

Agreed and accepted:


Hampstead Area Water Company, VP

6/9/16 -
Date


Christine Lewis Morse, Individually as guarantor