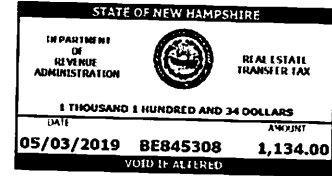


Judith A. McHath



Return to:
Justin R. Richardson, Esq.
Upton & Hatfield, LLP
159 Middle Street
Portsmouth, NH 03801



Transfer Tax: \$1,134.00

WARRANTY DEED

Tioga River Water Company, Inc., a New Hampshire corporation with a principal place of business at 1440 Lake Shore Road, Gilford, NH 03246 (“Grantor”), for consideration paid, grants to **Abenaki Water Co., Inc.**, a New Hampshire corporation with a principal place of business at 37 Northwest Drive, Plainville, CT 06062 (“Grantee”), **WITH WARRANTY COVENANTS:**

All of the Grantor’s rights, title and interest in the Tioga River water system in the **Town of Belmont, County of Belknap**, and State of New Hampshire, said rights, title and interest being more particularly described as follows:

Two (2) certain tracts or parcels of land situate in the **Town of Belmont, County of Belknap** and State of New Hampshire, bounded and described as follows:

Tract I. A certain tract or parcel of land being Lot #9 as shown on plan entitled “Plan showing Subdivision of Land for Walter Quinn, Tioga Road and Route 140, Belknap County, Belmont, New Hampshire, June 1976” recorded in the Belknap County Registry of Deeds at Book 58, Pages 45 & 46, bounded and described as follows:

Beginning at an iron pin located on the southerly sideline of Tioga Road, said pin is located at the northeasterly corner of the common area, as shown on said plan;

Thence running South 22° 42’ 16” East along the easterly sideline of the common area as shown on said plan a distance of 149.13 feet to an iron pin, said iron pin is located on the northerly boundary of Lot #10 as shown on said plan;

Thence turning and running North 63° 36’ 36” East along the northerly boundary of said Lot #10 a distance of 270.00 feet to an iron pin, said pin is located on the westerly sideline of Lot #8 as shown on said plan;

Thence turning and running North 20° 22’ 39” West along the westerly sideline of said Lot #8 a distance of 150.00 feet to an iron pin, said pin is located on the southerly sideline of said Tioga Road;

Thence turning and running South 66° 43' 08" West along the sideline of Tioga Road a distance of 74.89 feet to a point;

Thence continuing along the southerly sideline of Tioga Road along a curve having a radius of 537.50 feet a distance of 45.92 feet to a point;

Thence continuing along the said southerly sideline of Tioga Road South 61° 49' 25" West a distance of 144.06 feet to a point;

Thence continuing along the southerly sideline of Tioga Road along a curve having a radius of 650 feet a distance of 11.46 feet to the point or place of beginning.

Tract II. A certain tract or parcel of land shown as the "common area" as shown on the above-referenced plan, bounded and described as follows:

Beginning at a concrete bound, said bound located on the southerly sideline of Tioga Road and the easterly edge of Tioga River;

Thence running North 66° 12' 17" East along the southerly sideline of Tioga Road a distance of 261 feet, more or less, to a point;

Thence continuing along the southerly sideline of Tioga Road along a curve having a radius of 650 feet a distance of 38.24 feet to an iron pin, said pin located at the northwesterly corner of Lot #9 as shown on said plan;

Thence turning and running South 22° 42' 16" East along the westerly sideline of said Lot #9 a distance of 149.13 feet to an iron pin, said iron pin located on the northerly sideline of Lot #10 as shown on said plan;

Thence turning and running South 63° 36' 36" West along the northerly sideline of said Lot #10 a distance of 84.71 feet to an iron pin, said iron pin located at the edge of Tioga River;

Thence turning and running in a generally northwesterly direction along the river as shown on said plan a distance of 638 feet, more or less, to the point or place of beginning.

Meaning and intending to convey Lot #9 and the common area as shown on said plan and being the same premises conveyed to Tioga River Water Company, Inc. by deed of New Living Concepts, Inc., dated December 16, 1981 and recorded in the Belknap County Registry of Deeds at Book 816, Page 671.

The use of the said Lot #9 and common area will be restricted and the use will be specifically limited to purposes associated with the establishment and operation of a community water system and that the herein grantee will not construct any building or any structure on the said parcels of land except those buildings or structures associated with the community water system; will not construct a waste water disposal system and except construction which is necessary for the construction and operation of the community water system, the property will be left in its natural state. This restriction will run with the land and be binding upon the grantee, its successors and assigns.

The conveyance of the common area is subject to easements of record, including but not limited to, any rights or easements to use the common area as depicted on said plan by lot owners of Tioga River Estates, and including, but not limited to, the easement set forth in the deed from Walter P. Quinn to Richard F. LaPlante, Jr. and Daphne C. LaPlante, said deed dated October 28, 1981, and recorded in the Belknap County Registry of Deeds at Book 814, Page 263.

The use of Lot #9, the common area, and the easement set forth below is for the sole purpose set forth above, thus this conveyance is not subject to the restrictions as set forth in the deed of Walter P. Quinn d/b/a Tioga River Estates to Arthur Scott by deed dated May 9, 1980 and recorded in the Belknap County Registry of Deeds at Book 788, Page 749.

Included herewith is a fifteen (15) foot easement with the right to lay, relay, maintain and repair water pipeline and to enter upon said land for that purpose to the following parcel or tract of land:

Reference is made to the plan entitled "Location Plan Tioga River Water Company, Inc., Tioga Road & New Hampshire Route 140, Belmont, County of Belknap, New Hampshire" dated May 1982, and recorded in the Belknap County Registry of Deeds as Plan Book #97, Page 93 for the following easements:

- A. A fifteen (15) foot wide easement across Lot #10 as shown on said plan from the northerly sideline of Lot #10 across Lot #10 to the southerly sideline of Lot #10; thence running along the southerly sideline of Lot #10 to Tioga Drive. Said easement is shown on the said plan.
- B. A fifteen (15) foot wide easement located on the northwesterly sideline of Lot #25 as shown on said plan.
- C. A fifteen (15) foot wide easement located on a portion of the easterly sideline of Lot #26 where Lot #26 bounds Lot #4 and Lot #5 as shown on said plan.
- D. A fifteen (15) foot wide easement located on the southeasterly sideline (incorrectly referenced as westerly sideline) of Lot #23 as shown on said plan.

Included herewith is an easement to restrict development and the use of a portion of Lot #10 and #11 as shown on the plan entitled "Subdivision of Land for Tioga River Estates, Section II, Belmont, Belknap County, New Hampshire, October 1978, plan redrawn August 1981," said plan being recorded in the Belknap County Registry of Deeds as Plan Book #92, Page 73. For further reference see Plan Book 97, Page 93. The Grantor, its successors and assigns, agree that the portion of Lot #10 and Lot #11 which is within a 200 foot radius of the already existing wells located on Lot #9 and common area shall be restricted so that no building or structure of any kind shall be built, no waste water disposal system will be constructed and the property within said radius shall be left in its natural state.

Also included herewith is an easement in the fifty (50) foot right of way known as Tioga Drive as shown on the said plan and as shown on other plans of Tioga River Estates for the purpose set forth herein with the right to lay, relay, maintain, and repair pipeline, the Grantee shall assume the cost of repairing any and all damage to the said fifty (50) foot right of way known as Tioga Drive caused by the Grantee's establishment and operation of the community water system.

The within described premises are conveyed subject to an easement from Walter P. Quinn to the New England Telephone and Telegraph Company and the Public Service Company of New Hampshire, dated June 21, 1978, and recorded in the Belknap County Registry of Deeds at Book 747, Page 906.

Together with an easement in common with others and in common with the grantor, its successors and assigns, to use the roadway known as Tioga Drive as set forth in said plan for the purpose of access to and egress from the herein tracts or parcels of land and easements.

ALSO CONVEYING all other real property rights, appurtenances, improvements to real property, easements, contract rights, licenses, covenants, declarations, reservations, and all other interests in real estate of the Grantor related to the Tioga River water system.

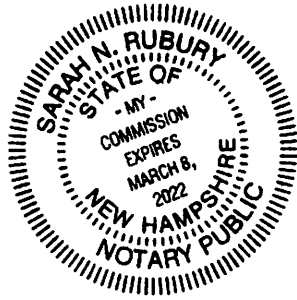
Dated and signed this 2nd day of May, 2019.

Tioga River Water Company, Inc.,

By: N. H. Harris III
Norman H. Harris, III, Vice President
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Belknap, SS.:

This instrument was acknowledged before me on May 2, 2019 by Norman H. Harris, III, Vice President of Tioga River Water Company, Inc., being duly authorized by the corporation to sign on behalf of the corporation.



SARAH N. RUBURY
Notary Public/Justice of the Peace
My Commission Expires: March 8, 2022

Judith A. McHath

Please Return to:
Justin R. Richardson, Esq.
Upton & Hatfield, LLP
159 Middle Street
Portsmouth, NH 03801



ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is dated effective as of April 30, 2019 (the “Effective Date”), and is made and entered into by and between the **TIOGA RIVER WATER COMPANY, INC.**, a New Hampshire corporation (“Assignor”), and **ABENAKI WATER CO., INC.**, a New Hampshire corporation (“Assignee”). Assignor and Assignee are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor and Assignee, among others, have entered into an Asset Purchase and Agreement, dated as of June 26, 2018 (the “APA”), pursuant to which Assignor agreed to assign to Assignee (i) all of its rights held under several agreements by and between owners of lots in the Tioga River Estates Subdivision, and Tioga River Water Company, Inc. (the “Company”) as depicted on plans recorded in the Belknap County Registry of Deeds at Plan Book 58, Page 45; Plan Book 92, Page 73; Plan Book 92, Page 75; and Plan Book 97, Page 93, regarding the purchase of water from the Company as described in Schedule 1 attached hereto and incorporated herein by reference; (ii) All real property rights, title, and interests of Assignor located in Belmont, Belknap County, New Hampshire as included in a certain Warranty Deed from Assignor to Assignee of this same date; and (iii) all improvements, appurtenances, and contract rights associated with or to any of the foregoing real property interests (all of the foregoing are collectively, the “Interests”);

WHEREAS, pursuant to the APA and applicable approvals, permits, orders, and agreements, Assignee shall assume the ownership and operation of a public water system in or near Tioga River Estates, Belmont, New Hampshire and relating to the Interests; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to effectuate such assignment and assumption and to provide notice to third parties of the same by recording this Assignment in the Belknap County Registry of Deeds in which the Interests were recorded and/or are located.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Definitions. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the APA.

2. Acceptance and Assumption. Subject to the terms and conditions of this Assignment and the APA, Assignor hereby assigns, transfers, sells, and conveys to Assignee all of Assignor's right, title, and interest in and to the Interests as of the Effective Date, and Assignee hereby assumes, and agrees to pay and perform or discharge when due, all duties and obligations of the Assignor relating to the Interests that arise or accrue from and after the Effective Date.

3. Liabilities Not Being Assumed. Notwithstanding anything to the contrary in this Assignment, Assignee does not and shall not assume, pay, bear, perform, or discharge any liability, duty, or obligation of the Assignor arising or accruing prior to the Effective Date.

4. Indemnification. The Parties agree to defend, indemnify, and hold harmless each other pursuant to the terms and conditions of Section 6 of the APA, which section expressly survives the Closing.

5. Recordation of Assignment. Assignor and Assignee shall take such action as is reasonably necessary to promptly record this Assignment in the Belknap County Registry of Deeds in the State of New Hampshire where the Interests have been recorded or are located.

6. Further Assurances. Assignor does hereby agree, from time to time as and when reasonably requested by Assignee, to execute and deliver (or cause to be executed and delivered) such documents or instruments and to take (or cause to be taken) such further or other actions, as may be reasonably necessary to carry out the purposes of this Assignment.

7. Effective Date. The assignment by Assignor to Assignee, and the assumption by Assignee, all pursuant to this Assignment and the APA, shall be effective as of the Effective Date.

8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

9. No Modification. This Assignment is made pursuant to, and is subject to the terms and conditions of, the APA. Notwithstanding anything to the contrary contained in this Assignment, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend, or otherwise change in any manner the rights, representations, warranties, covenants, and obligations of Assignor or Assignee under the APA, and in the event of any conflict between the terms and provisions hereof and the terms, conditions, and provisions of the APA, the terms, conditions, and provisions of the APA shall control.

10. Section Headings. The descriptive headings herein are inserted for convenience

only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.

11. Governing Law; Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the State of New Hampshire (without giving effect to conflict of law principles) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies. The parties agree that venue in any and all actions and proceedings related to the subject matter of this Assignment shall be in the state and federal courts of the state of New Hampshire, which court shall have exclusive jurisdiction for such purpose, and the parties irrevocably submit to the exclusive jurisdiction of such courts and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. Service of process may be made in any manner recognized by such court.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their respective representatives thereunto duly authorized, all effective as of the day and year first above written.

ASSIGNOR:

TIOGA RIVER WATER COMPANY, INC.

By: *N. H. Harris III*
Name: Norman H. Harris III
Title: Vice President, duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Bellnap, SS:

This instrument was acknowledged before me on May 2nd, 2019 by Norman H. Harris III, in his/her capacity as Vice President of Tioga River Water Company, Inc.



[Signature]
Notary Public/Justice of the Peace
My Commission Expire: March 8, 2022

ASSIGNEE:

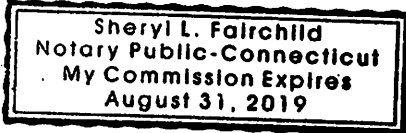
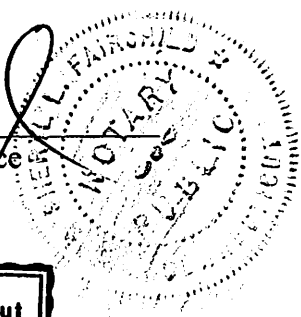
ABENAKI WATER CO., INC.

By: [Signature]
Name: Nicholas LaChance
Title: Treasurer, duly authorized

STATE OF CONNECTICUT
COUNTY OF HARTFORD, SS:

This instrument was acknowledged before me on April 30, 2019 by
Nicholas LaChance in his/her capacity as Treasurer of Abenaki Water
Co., Inc.

[Signature]
Notary Public/Justice of the Peace
My Commission Expires:



SCHEDULE 1

LIST OF RIGHTS AND INTERESTS

All rights and Interests of the Tioga River Water Company, Inc. located in Belknap County, New Hampshire, including but not limited to those associated with and related to the following agreements:

1. Agreement by and between Tioga River Water Company, Inc. and Richard K. and Nancy R. Siegal, dated December 17, 1981, and recorded in the Belknap County Registry of Deeds at Book 816, Page 685.
2. Agreement by and between Tioga River Water Company, Inc. and Raymond C. and Diane M. Normandin, dated January 4, 1982, and recorded in the Belknap County Registry of Deeds at Book 817, Page 414.
3. Agreement by and between Tioga River Water Company, Inc. and Raymond C. Normandin, dated May 14, 1982, and recorded in the Belknap County Registry of Deeds at Book 822, Page 813.
4. Agreement by and between Tioga River Water Company, Inc. and David and Lisa Flynn, dated May 21, 1982, and recorded in the Belknap County Registry of Deeds at Book 823, Page 465.
5. Agreement by and between Tioga River Water Company, Inc. and Larry D. and Joanna M. Drouin, dated October 7, 1982, and recorded in the Belknap County Registry of Deeds at Book 830, Page 470.
6. Agreement by and between Tioga River Water Company, Inc. and Gary E. and Sandra L. Stone, dated October 7, 1982, and recorded in the Belknap County Registry of Deeds at Book 830, Page 484.
7. Agreement by and between Tioga River Water Company, Inc. and Frank W. and Dorothy Prescott, dated October 7, 1982, and recorded in the Belknap County Registry of Deeds at Book 830, Page 498.
8. Agreement by and between Tioga River Water Company, Inc. and Glen A. and Lise M. DeHart, dated October 15, 1982, and recorded in the Belknap County Registry of Deeds at Book 831, Page 388.
9. Agreement by and between Tioga River Water Company, Inc. and John A. and Patricia Diberto, dated October 15, 1982, and recorded in the Belknap County Registry of Deeds at Book 831, Page 390.

10. Agreement by and between Tioga River Water Company, Inc. and David R. and Gloria J. Michaud, dated October 18, 1982, and recorded in the Belknap County Registry of Deeds at Book 831, Page 392.
11. Agreement by and between Tioga River Water Company, Inc. and Bruce Anstey, dated October 18, 1982, and recorded in the Belknap County Registry of Deeds at Book 831, Page 394.
12. Agreement by and between Tioga River Water Company, Inc. and Robert B. and Nancy A. Fennell, dated October 18, 1982, and recorded in the Belknap County Registry of Deeds at Book 831, Page 396.
13. Agreement by and between Tioga River Water Company, Inc. and Walter Juszczak, dated February 23, 1983, and recorded in the Belknap County Registry of Deeds at Book 839, Page 143.
14. Agreement by and between Tioga River Water Company, Inc. and Walter Juszczak, dated February 23, 1983, and recorded in the Belknap County Registry of Deeds at Book 839, Page 153.
15. Agreement by and between Tioga River Water Company, Inc. and J. Randall Kidwell, dated March 17, 1983, and recorded in the Belknap County Registry of Deeds at Book 840, Page 424.
16. Agreement by and between Tioga River Water Company, Inc. and Fred E. Shepard, Jr. and Cathi-Ann Shepard, dated April 1, 1983, and recorded in the Belknap County Registry of Deeds at Book 841, Page 457.
17. Agreement by and between Tioga River Water Company, Inc. and Allan L. and Diana L. Gilbert, dated April 1, 1983, and recorded in the Belknap County Registry of Deeds at Book 841, Page 471.
18. Agreement by and between Tioga River Water Company, Inc. and Timothy J. and Elaine C. Gauthier, dated April 1, 1983, and recorded in the Belknap County Registry of Deeds at Book 841, Page 485.
19. Agreement by and between Tioga River Water Company, Inc. and John R. Hagewood, dated April 20, 1983, and recorded in the Belknap County Registry of Deeds at Book 842, Page 808.
20. Agreement by and between Tioga River Water Company, Inc. and Karen L. Davis, dated April 20, 1983, and recorded in the Belknap County Registry of Deeds at Book 842, Page 822.
21. Agreement by and between Tioga River Water Company, Inc. and Dale and Bonnie Schafer, dated July 12, 1983, and recorded in the Belknap County Registry of Deeds at Book 848, Page 823.

Judith A. McHath

Please Return to:
Justin R. Richardson, Esq.
Upton & Hatfield, LLP
159 Middle Street
Portsmouth, NH 03801

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is dated effective as of April 30, 2019 (the “Effective Date”), and is made and entered into by and between the **TIOGA RIVER WATER COMPANY, INC.**, a New Hampshire corporation (“Assignor”), and **ABENAKI WATER CO., INC.**, a New Hampshire corporation (“Assignee”). Assignor and Assignee are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor and Assignee, among others, have entered into an Asset Purchase and Agreement, dated as of June 26, 2018 (the “APA”), pursuant to which Assignor agreed to assign to Assignee all of its right, title, and interest in and to (i) a certain easement and right of way recorded in the Belknap County Registry of Deeds as described in Schedule 1 attached hereto and incorporated herein by reference; (ii) all real property rights, title, and interests of Assignor located in Gilford, Belknap County, New Hampshire; and (iii) all other real property rights, appurtenances, improvements, easements, contract rights, licenses, covenants, declarations, and reservations, associated with or related to any of the foregoing real property interests (all of the foregoing are collectively, the “Interests”);

WHEREAS, pursuant to the APA and applicable approvals, permits, orders, and agreements, Assignee shall assume the ownership and operation of a public water system in Gilford, New Hampshire and relating to the Interests; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to effectuate such assignment and assumption and to provide notice to third parties of the same by recording this Assignment in the Belknap County Registry of Deeds in which the Interests were recorded and/or are located.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Definitions. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the APA.

2. Acceptance and Assumption. Subject to the terms and conditions of this Assignment and the APA, Assignor hereby assigns, transfers, sells, and conveys to Assignee all of Assignor's right, title, and interest in and to the Interests as of the Effective Date, and Assignee hereby assumes, and agrees to pay and perform or discharge when due, all duties and obligations of the Assignor relating to the Interests that arise or accrue from and after the Effective Date.

3. Liabilities Not Being Assumed. Notwithstanding anything to the contrary in this Assignment, Assignee does not and shall not assume, pay, bear, perform, or discharge any liability, duty, or obligation of the Assignor arising or accruing prior to the Effective Date.

4. Indemnification. The Parties agree to defend, indemnify, and hold harmless each other pursuant to the terms and conditions of Section 6 of the APA, which section expressly survives the Closing.

5. Recordation of Assignment. Assignor and Assignee shall take such action as is reasonably necessary to promptly record this Assignment in the Belknap County Registry of Deeds in the State of New Hampshire where the Interests have been recorded or are located.

6. Further Assurances. Assignor does hereby agree, from time to time as and when reasonably requested by Assignee, to execute and deliver (or cause to be executed and delivered) such documents or instruments and to take (or cause to be taken) such further or other actions, as may be reasonably necessary to carry out the purposes of this Assignment.

7. Effective Date. The assignment by Assignor to Assignee, and the assumption by Assignee, all pursuant to this Assignment and the APA, shall be effective as of the Effective Date.

8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

9. No Modification. This Assignment is made pursuant to, and is subject to the terms and conditions of, the APA. Notwithstanding anything to the contrary contained in this Assignment, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend, or otherwise change in any manner the rights, representations, warranties, covenants, and obligations of Assignor or Assignee under the APA, and in the event of any conflict between the terms and provisions hereof and the terms, conditions, and provisions of the APA, the terms, conditions, and provisions of the APA shall control.

10. Section Headings. The descriptive headings herein are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.

11. Governing Law; Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the state of New Hampshire (without giving effect to conflict of law principles) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies. The parties agree that venue in any and all actions and proceedings related to the subject matter of this Assignment shall be in the state and federal courts of the state of New Hampshire, which court shall have exclusive jurisdiction for such purpose, and the parties irrevocably submit to the exclusive jurisdiction of such courts and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. Service of process may be made in any manner recognized by such court.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their respective representatives thereunto duly authorized, all effective as of the day and year first above written.

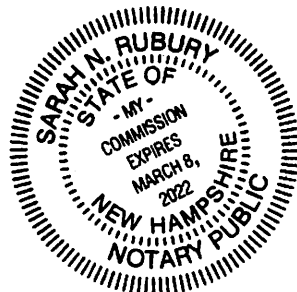
ASSIGNOR:

TIOGA RIVER WATER COMPANY, INC.

By: N. H. Harris III
Name: Norman H. Harris III
Title: Vice President, duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Belknap, SS:

This instrument was acknowledged before me on May 2nd, 2019 by Norman H. Harris III, in his/her capacity as Vice President of Tioga River Water Company, Inc.



Sh B
Notary Public/Justice of the Peace
My Commission Expires: March 8, 2022

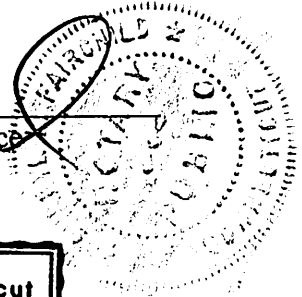

ASSIGNEE:

ABENAKI WATER CO., INC.

By: [Signature]
Name: Nicholas LaChance
Title: Treasurer, duly authorized

STATE OF CONNECTICUT
COUNTY OF HARTFORD, SS: Plainville

This instrument was acknowledged before me on April 30, 2019 by
Nicholas LaChance, in his/her capacity as Treasurer of Abenaki Water
Co., Inc.

[Signature]
Notary Public/Justice of the Peace
My Commission Expires:



SCHEDULE 1

LIST OF EASEMENTS AND INTERESTS

All real property rights and Interests of the Tioga River Water Company, Inc. located in Gilford, Belknap County, New Hampshire, including all improvements, appurtenances, and contract rights associated with and to the foregoing real estate, including, without limitation, all real property rights and interests described in the following:

1. Easement Deed from the Town of Gilford to Tioga River Water Company, Inc., dated November 27, 1996, and recorded in the Belknap County Registry of Deeds at Book 1400, Page 961.
2. Also conveying all other real property rights, appurtenances, improvements, easements, contract rights, licenses, covenants, declarations, reservations, and all other interest in real estate related to the Tioga River Water Company, Inc. water system.

Judith A. McHath

Return to:



MORTGAGE ASSUMPTION AGREEMENT

Mortgage Assumption Agreement made this 30 day of April, 2019 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: [Signature]
Name: Nicholas LaChance
Title: Treasurer

STATE OF NEW HAMPSHIRE

By: [Signature]
Robert R. Scott
Commissioner, NH Department of
Environmental Services

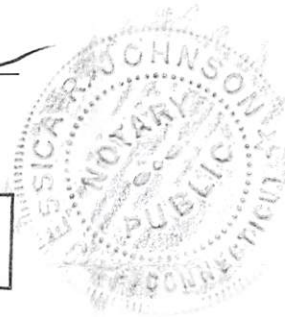
Connecticut
STATE OF ~~NEW HAMPSHIRE~~
COUNTY OF Hartford

The forgoing instrument was acknowledged before me this 25 day of April, 2019 by Nicholas LaChance, the Treasurer of Abenaki Water Co., Inc, on behalf of said corporation.

[Signature]
Notary Public

My commission expires:

Jessica R. Johnson
Notary Public-Connecticut
My Commission Expires
April 30, 2023



STATE OF NEW HAMPSHIRE
COUNTY OF

The foregoing instrument was acknowledged before me this 2 day of May, 2019 by Robert R Scott, the Commissioner on behalf of the State of New Hampshire.

[Signature]
Notary Public

My commission expires:

KATHLEEN E. WEBER, Notary Public
State of New Hampshire
My Commission Expires May 2, 2023



TIOGA RIVER WATER COMPANY, INC.

CLOSING SCHEDULES AND EXHIBITS

EFFECTIVE APRIL 30, 2019

Schedules

- 1.1 Purchased Assets
- 1.1 (b) Seller's Real and Personal Property, Plant, and Equipment
- 1.1 (c) Seller's Office Supplies, Furniture, and Office Equipment
- 1.1 (d) Assumed Contracts

- 1.1 (f) CIAC (contributions in aid of construction)
- 1.1 (g) CWIP (construction work in process)
- 1.1 (h) Inventory

- 1.1(k) Transferable Licenses and Permits

- 1.2(b) Accounts Receivable (to be provided as of the Closing Date)
- 1.2(d) Excluded Assets

- 1.3 Assumed Liabilities

- 1.4(a) Recovery Rate Case – Deferred Costs and Expenses

- 3.5 Consents and Approvals
- 3.6(b) Seller's Personal Property

- 3.8 Financial Statements
- 3.10 Accounts Receivable
- 3.11 Accounts Payable (to be provided as of the Closing Date)
- 3.12 Contracts

- 3.13 Litigation and Material Regulatory or Environmental Conditions.

- 3.20 Transactions with Interested Persons

Schedule 1.1

Purchased Assets

1.1(b) Net Plant, Property and Equipment

1. All Plant, Personal Property, Inventory, Equipment and other Property of the Seller as set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019.
2. All real property rights, appurtenances, improvements to real property, easements, licenses, covenants, declarations, reservations, and all other interests in real estate of the Seller of any kind whatsoever, as set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019.
3. All other real property rights, appurtenances, improvements to real property, easements, licenses, covenants, declarations, reservations, and all other interests in real estate of the Seller related to the Tioga River Water Company, Inc. water system, as set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019.
4. An assignment of the Seller's right to collect any outstanding liens for water service provided by the Seller prior to the Closing Date to be collected by the Buyer, as set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019.
5. All rights, title and interests as set forth in the deeds and assignments of easements between the seller and buyer conveyed herewith, as set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019.

Schedule 1.1(c)

Office Equipment, Vehicles, and Other Tangible Property

All Office Equipment, Vehicles and Other Tangible Property of the Seller, as set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019.

Schedule 1.1(d)

Assumed Contracts

As set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019.

Schedule 1.1(f)

Contributions in Aid of Construction

All Contributions in Aid of Construction of the Seller as set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019.

Schedule 1.1(g)

Construction Work in Process

All Construction Work in Progress of the Seller, as set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019.

Schedule 1.1(h)

Inventory

All Inventory of the Seller, as set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019.

Schedule 1.1(k)

Licenses and Permits

DES Permit to Operate and NH PUC Franchise approval and maps and/or documentation thereof, as set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019;

Schedule 1.2

Excluded Assets

As set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019.

Schedule 1.3

Assumed Liabilities

(a) Assumed Contracts as set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019;

(b) Seller's remaining obligations pursuant to the State of New Hampshire Drinking Water Revolving Loan Fund Loans ("SRF Loans") as of the Closing Date but Buyer

will not assume any principal, interest, late charges, penalties, fines, or other charges for any period prior to the Closing Date. Any principal, interest, late charges, penalties, fines or other amounts due prior to the Closing Date shall be paid by the Seller prior to or at closing, including from the application of sale proceeds, as set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019.

Schedule 1.4(a)

Recovery Rate Case – Deferred Costs and Expenses

None.

Schedule 1.7

Allocation of Purchase Price

As set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019.

Schedule 3.5

Consents and Approvals

As provided, *inter alia*, by Sections 2.1, 3.5 and 4.5 of this Agreement:

- (1) Approval by the Public Utilities Commission to transfer the Seller's water utility assets and franchise to the Buyer pursuant to RSA 374:22 & 30;
- (2) Approval by the Public Utilities Commission to discontinue the Buyer's operation as a public water utility following the transfer pursuant RSA 374:28;
- (3) Approval by the Department of Environmental Services of the transfer of the Seller's Permit to Operate to the Buyer pursuant to RSA 485.

Schedule 3.6

Seller's Personal Property

As set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019.

Schedule 3.8

Seller's Financial Statements

As set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019.

Schedule 3.10

Seller's Accounts Receivable

As set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019. See also Schedule 1.2, above.

Schedule 3.11

Seller's Accounts Payable

TIOGA A/P as of closing	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>	
Eversource	481.40	0.00	0.00	0.00	0.00	481.40	Scheduled for pymt 4/5/19
Stephen P. St. Cyr & Assoc.	0.00	1,166.60	0.00	0.00	0.00	1,166.60	March services not paid yet
Stephen P. St. Cyr & Assoc.- Tioga	0.00	1,166.60	0.00	0.00	0.00	1,166.60	March services not paid yet
TOTAL	<u>481.40</u>	<u>2,333.20</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,814.60</u>	

Schedule 3.12

Seller's Contracts.

None.

Schedule 3.13

Litigation and Material Regulatory or Environmental Conditions.

A. *Litigation and Material Regulatory or Environmental Conditions Disclosed by Seller.*

None.

B. *Litigation and Material Regulatory or Environmental Conditions Accepted by Buyer.*

None.

Schedule 3.20

Transactions with Interested Persons.

None.

Schedule 4.8 Assumed Contracts

As set forth in the Seller's Bill of Sale and Assignment effective April 30, 2019.

BILL OF SALE AND ASSIGNMENT

TIOGA RIVER WATER COMPANY, INC., a New Hampshire corporation (the "Seller") for consideration paid and to induce **ABENAKI WATER CO., INC., a New Hampshire corporation, of Plainville, Connecticut (the "Buyer")** to consummate the transactions governed by and contemplated in the Asset Purchase Agreement by and between the Seller and the Buyer, among others, dated June 26, 2018 (the "Agreement"), hereby sells, transfers, conveys, assigns, and delivers to Buyer all of Seller's rights, title, and interests in and to the following assets (collectively the "Purchased Assets"):

- (a) all of Seller's goodwill relating or attributable to or arising from Seller's Business and the Purchased Assets;
- (b) all of Seller's property (both real and personal), plant, and equipment, as set forth on Schedule 1.1(b);
- (c) all of Seller's office supplies, machinery, office equipment, telephone equipment, furniture, furnishings, fixtures, computer hardware and other computer equipment (including any cell phones or other similar devices), tools, instruments, vehicles, and other tangible personal property, all as set forth on Schedule 1.1(c);
- (d) all of Seller's rights under the Assumed Contracts, together with all rights of renewal, all as set forth on Schedule 1.1(d) ;
- (e) all franchise rights to operate the Seller's regulated utility services in its franchise areas;
- (f) all contributions in aid of construction ("CIAC"), as set forth on Schedule 1.1(f);
- (g) all construction work in process ("CWIP"), as set forth on Schedule 1.1(g);
- (h) all inventory of the Seller as set forth on Schedule 1.1(h) identifying all of the inventory by product, location and Seller's cost of inventory;
- (i) all of Seller's general and other intangibles, trade secrets and information, know-how, methods, processes, formulae, drawings, material and performance specifications and all computer software, owned or licensed related to the operation of the Business;
- (j) all of Seller's customer lists, lists of prospective customers, pending quotations, pending new business, files and records, personnel files and records;
- (k) all of Seller's licenses and permits that can be transferred to Buyer as set forth on Schedule 1.1(k) together with, if any, all rights of renewal and amenities thereto;

(l) the use of Seller's mailboxes, telephone numbers (cellular and land line), facsimile numbers, electronic addresses and web sites;

(m) copies of all books and records of Seller relating to the Purchased Assets and the operation of the Business including, without limitation, receivables journals and ledgers, invoices, receipts, canceled checks, repair and maintenance records, correspondence related to the Purchased Assets and operation of Seller's Business;

(n) all of Seller's intellectual property of every kind, including with limitation all trademarks, service marks, logos and marketing materials, and any trade names and designations relating to or used by Seller that are related to the Business; and

(o) all domain names and web sites registered to the Seller that are related to the Business.

Terms used herein are governed by and construed in accordance with the provisions of the Agreement, including specifically without limitation, all defined terms in the Agreement.

The Purchase Assets are conveyed, sold, transferred and assigned to Buyer together with all applicable manufacturer's, wholesaler's and distributor's warranties, covenants, and rights related to the Purchased Assets.

Seller warrants that it is the lawful owner of the Purchased Assets conveyed hereby; that the Purchased Assets are free and clear of all liens and encumbrances of any kind; that the Seller has the right to sell, transfer, convey, assign, and deliver the Purchased Assets to the Buyer; and that the Seller will defend, indemnify, and hold harmless the Buyer in connection with any claims against title to or ownership of said Purchased Assets in accordance with Section 9.2 of the Agreement.

WHEREFORE, the Seller has executed this Bill of Sale and Assignment effective as of April 30, 2019.

WITNESS our hands and the seals this 2nd day of May, 2019.

TIOGA RIVER WATER COMPANY, INC.

By: N. H. Harris III
Name: Norman H. Harris III
Title: Vice President

Schedule 1.1

Purchased Assets

1.1(b) Net Plant, Property and Equipment

1. All Plant, Personal Property, Inventory, Equipment and other Property of the Seller.
2. All real property rights, appurtenances, improvements to real property, easements, licenses, covenants, declarations, reservations, and all other interests in real estate of the Seller of any kind whatsoever, including, without limitation, the following:
 - a. All of the tracts, easements, rights and interests in the Warranty Deed from New Living Concepts, Inc., to Tioga River Water Company, Inc., dated December 16, 1981, recorded in Book 816, Page 671.
 - b. Assignment of all rights held by the Seller under several Agreements by and between owners of lots in the subdivision depicted on 58/45-46. The last of these Agreements being recorded Agreement dated July 12, 1983, by and between Tioga River Water Company, Inc., and Dale & Bonnie Schafer, regarding the purchase of water from the Company to supply Lot 27, recorded in Book 848, Page 823 (which is representative of all the other agreements of record).
 - c. All of the tracts, easements, rights and interests in the Easement Deed from Town of Gilford to Tioga River Water Company, Inc., dated November 27, 1996, recorded in Book 1400, Page 961.
3. All other real property rights, appurtenances, improvements to real property, easements, licenses, covenants, declarations, reservations, and all other interests in real estate of the Seller related to the Tioga River Water Company, Inc. water system.
4. An assignment of the Seller's right to collect any outstanding liens for water service provided by the Seller prior to the Closing Date to be collected by the Buyer.
5. All rights, title and interests as set forth in the deeds and assignments of easements between the seller and buyer conveyed herewith.

1.1(c) Office Equipment, Vehicles, and Other Tangible Property

All Office Equipment, Vehicles and Other Tangible Property of the Seller, if any, per Seller's calculation of purchase price as of April 30, 2019 and Financial Statements as of March 31, 2019 attached.

1.1(d) Assumed Contracts

Assumption of the contract between EOS Research and Seller for wireless data service for remote monitoring / alarm reporting as reflected in the November 11, 2018 invoice, attached.

Assumption of the Seller's rights, if any, under the current or former agreement with Winnepesaukee Alarm. It is understood that Winnepesaukee Alarm did not accept the most recent payment from the Seller and that Seller's contractual rights with Winnepesaukee Alarm, if any, may have expired.

Assumption of the outstanding balance and terms set forth in the 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"), as set forth in the Assumption and Amendment Agreement between Buyer and the State of New Hampshire to be effective on or about April 30, 2019.

Assumption of the 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"), as set forth in the Assumption and Amendment Agreement between Buyer and the State of New Hampshire to be effective on or about April 30, 2019.

1.1(f) Contributions in Aid of Construction

All Contribution in Aid of Construction property per Seller's calculation of purchase price as of April 30, 2019 and Financial Statements as of March 31, 2019 attached.

1.1(g) Construction Work in Progress

All Construction Work in Progress property per Seller's calculation of purchase price as of April 30, 2019 and Financial Statements as of March 31, 2019 attached.

1.1(h) Inventory

All Inventory, if any, per Seller's calculation of purchase price as of April 30, 2019 and Financial Statements as of March 31, 2019 attached.

1.1(k) Licenses and Permits

DES Permit to Operate for the period ending June 30, 2019.

All PUC franchises and approvals per order of the Public Utilities Commission.

Schedule 1.2 & Schedule 3.8

Excluded Assets and Accounts Receivable

(a) all cash on hand in Seller bank accounts;

(b) all accounts receivable of the Seller for services rendered by the Seller as of the Closing Date, for each of the following customers and balances due (“Accounts Receivable”) for which Accounts Receivable the Buyer shall use reasonable efforts to assist the Seller in collection; if Buyer receives any Accounts Receivable, it shall remit the same to the Seller within thirty (30) business days of the Buyer’s receipt thereof; and Buyer agrees (i) that, *except as governed by payment arrangements with a customer*, monies received from a customer shall first be applied to the Accounts Receivable of such customer and (ii) to terminate the service of delinquent customers in accordance with NHPUC regulations.

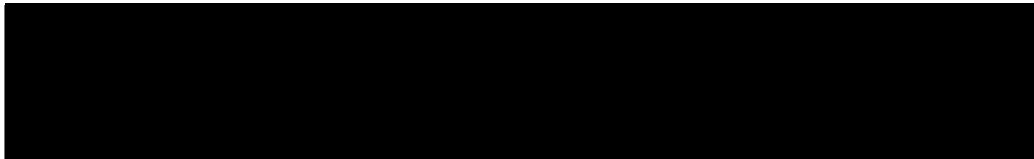
(c) the prorated amount of all service in process covering the days prior to the April 30, 2019 Effective Date of Closing (the “Prorated Service In Process”), which Prorated Service In Process the Buyer shall use reasonable efforts to assist the Seller in collection and remittance to the Seller within thirty (30) business days of the Buyer’s receipt thereof;

The Seller’s Accounts Receivable and Prorated Service of Process as of the April 30, 2019 Effective Date of Closing are as follows:

TIOGA RIVER ACCOUNTS A/R	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
						138.68
						107.21
						217.35
						233.09
						428.38
						154.41
						168.57
						170.15
						111.93
						251.97
						699.98
						181.16
						75.74
						0.00
						170.15
						201.62
						466.18
						126.09

						229.94
						201.62
						124.51
						149.69
TOTAL	<u>4,161.31</u>	<u>-135.00</u>	<u>666.80</u>	<u>-45.00</u>	<u>-39.69</u>	<u>4,608.42</u>

GILFORD VILLAGE A/R	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
						117.99
						341.50
						112.53
						57.84
						139.87
						96.12
						90.65
						90.65
						57.84
						126.62
						128.93
						167.77
						79.71
						178.15
						.276.73
						.458.17
						.317.15
						239.15
						62.26
						35.97
						303.92
						153.96
						68.78
						63.31
						153.96
						134.40
						117.99
						90.65
						63.31
						103.18
						74.25
						200.02
						139.87
						85.18



						71.94
						71.94
						101.59
						90.65
TOTAL	<u><u>7,911.21</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>264.18</u></u>	<u><u>89.11</u></u>	<u><u>8,264.50</u></u>