

**PENNICHUCK EAST UTILITY, INC.**  
**BALANCE SHEET**  
**ASSETS AND DEFERRED CHARGES**  
**For the Twelve Months Ended December 31, 2021**

2022 PEU Finance Petition  
DW 22-\_\_\_\_  
Schedule LDG-1  
Page 1 of 2

	Account Number	12/31/2021	Pro Forma Adjustments	Proforma 12/31/21
<b><u>PLANT ASSETS</u></b>				
Plant in Service	301 to 348	83,044,440	- (1)	83,044,440
Work in process	105	194,086	-	194,086
Utility Plant		83,238,526	-	83,238,526
Accumulated depreciation	108	17,713,605	12,826 (2)	17,726,431
Net Plant		65,524,921	(12,826)	65,512,095
Net Acquisition Adjustment	114 & 115	4,695,871	-	4,695,871
Total Net Utility Plant		60,829,050	(12,826)	60,816,224
<b><u>CURRENT ASSETS</u></b>				
Cash & Special Deposits	131 & 133	875,920	-	875,920
Accounts receivable-billed, net	141 & 143	828,969	-	828,969
Accounts receivable-unbilled, net	173	740,145	-	740,145
Accounts receivable-other	142	-	-	-
Inventory	151	-	-	-
Prepaid expenses	162	8,802	-	8,802
Prepaid property taxes	163 & 236	258,956	-	258,956
Prepaid taxes	162.3	-	-	-
		2,712,792	-	2,712,792
<b><u>OTHER ASSETS</u></b>				
Debt issuance expenses	181	229,260	-	229,260
Acquisition Premium - MARA	186	6,922,212	-	6,922,212
Other & Deferred Charges	182,184,186	992,673	-	992,673
		8,144,145	-	8,144,145
<b>TOTAL ASSETS</b>		<b>\$ 71,685,986</b>	<b>\$ (12,826)</b>	<b>\$ 71,673,160</b>

**Notes:**

(1) No adjustment needed to record the assets related to the CoBank Loan, as all of which were used and useful at 12/31/2021, and already included in the PPE amounts.

(2) To record the impact of full year depreciation, offset by the half-year depreciation already included on the Balance Sheet for 12/31/2021.

\$ 71,685,986.04 *check*  
\$0



**PENNICHUCK EAST UTILITY, INC.**  
**OPERATING INCOME STATEMENT**  
For the Twelve Months Ended December 31, 2021

2022 PEU Finance Petition  
DW 22-\_\_\_\_  
Schedule LDG-2  
Page 1 of 2

	Account Number	Twelve Months 12/31/21	Pro Forma Adjustments	Pro Forma 12 Months 12/31/21
Water Sales	460 to 462	\$ 9,793,818	-	\$ 9,793,818
Other Operating Revenue	471	24,452	-	\$ 24,452
Total Revenues		9,818,270	-	9,818,270
Production Expenses	601 to 652	2,557,449	-	2,557,449
Transmission & Distribution Expenses	660 to 678	859,496	-	859,496
Customer Acct & Collection Exp	902 to 904	203,803	-	203,803
Administrative & General Expense	920 to 950	181,617	-	181,617
Inter Div Management Fee	930	2,649,703	-	2,649,703
Total Operating Expense		6,452,067	-	6,452,067
Dep Exp/Acq Adj Expense	403 & 406	1,492,740	12,826 (2)	1,505,566
Amortization Expense:CIAC	405	(511,733)	-	(511,733)
Amortization Expense	407	285,405	-	285,405
Gain on Debt Forgiveness	414	(28,498)	-	(28,498)
Property Taxes	408.1	1,140,383	16,076 (2)	1,156,458
Income Tax	409 to 410	184,902	(15,942) (3)	168,960
Total Operating Deductions		2,563,198	12,960	2,576,158
Net Operating Income		803,005	(12,960)	790,045
Other Income and Deductions		-	-	-
Interest Expenses		765,287	29,967 (1)	795,254
Net Income		37,718	(42,927)	(5,210)

**Notes:**

- 1 - To record the change in interest expense.
- 2 - To record the impact of assets on depreciation and property taxes.
- 3 - To record the tax impact resulting from additional expenses, at the statutory rate of 27.08%.

37,717.51 *check*

-

**PENNICHUCK EAST UTILITY, INC.**  
**OPERATING INCOME STATEMENT**  
For the Twelve Months Ended December 31, 2021

2022 PEU Finance Petition  
DW 22-\_\_\_\_  
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Page 2 of 2

**Supporting Calculations:**

**Interest Expense:**

	Amount	Rate	Interest
New CoBank Loan	\$ 665,936	4.500%	\$ 29,967
<b>Totals</b>	<b>\$ 665,936</b>		<b>\$ 29,967</b>

**Depreciation**

Additions:

	Asset Cost			Depreciation	
	Asset Totals Term Loan	Cost of Removal	Total	Rate	Amount
Blended Depreciation Rate	\$ 665,936	\$ 66,594	\$ 599,342	2.14%	\$ 12,826
<b>Totals</b>	<b>\$ 665,936</b>	<b>\$ 66,594</b>	<b>\$ 599,342</b>		<b>\$ 12,826</b>

Net Additions \$ 665,936 \$ - \$ 599,342

**Pro Forma Depreciation**

**\$ 12,826**

**Property Taxes**

**Combined Local  
And State Property Tax**

PEU Blended Town Tax Rate (1)	\$ 17.54
Other	
State of New Hampshire	\$ 6.60
<b>Total Tax Rate</b>	<b>\$ 24.14</b>

**Pro Forma Property Taxes** \$ 16,076 1.0% \$ 161 **\$ 16,236**

(1) This rate is as included in the PEU QCPAC filing under Docket No. DW 22-005, for the CoBank financed and included assets.

**Pennichuck East Utility, Inc.**  
**Pro Forma Capital Structure for Ratemaking Purposes**  
**For the Twelve Months Ended December 31, 2021**

2022 PEU Finance Petition  
DW 22-\_\_\_\_  
Schedule LDG-3  
Statement of Capitalization Ratios  
PUC 609.03(b)(6) - Form F-4, Exhibit 5

	<u>Pro Forma 2021</u>	<u>Pro Forma Eliminations</u>	<u>Pro Forma 2021 with Eliminations</u>	<u>Component Ratio</u>
Long-term Debt	26,311,966	(839,811) (1)	25,472,155	<b>93.37%</b>
Intercompany Debt	\$ 6,338,713	(2,361,977) (1)	3,976,736	<b>14.58%</b>
<u>Common Equity:</u>				
Common Stock	100	(100)	-	
Paid In Capital	10,729,279	(10,729,279) (2)	-	
Comprehensive Income	(173,776)	529,702 (2)	355,926	
Retained Earnings	(2,522,847)		(2,522,847)	
Total Common Equity	<u>8,032,756</u>		<u>(2,166,921)</u>	<b>-7.94%</b>
Total Capital	<u>\$ 40,683,435</u>	<u>(13,401,465)</u>	<u>\$ 27,281,970</u>	100.00%

**Notes:**

(1) Eliminate Capital Recovery Surcharge Related Assets with the offset to Long Term Debt and Intercompany Debt.

The Long Term Debt consists of the SRF Loan for the Birch Hill interconnection. The remainder is Intercompany Debt.

(2) Per Order 25,292 in DW 11-026, eliminate the MARA and related equity, and adjust comprehensive income as follows:

Comprehensive Income as of 1/25/12	<u>(529,702)</u>
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**Pennichuck East Utility, Inc.**  
**Projected Rate Impact on Single Family Residential Home**

CoBank Loan Amount - \$	665,936	(a)	
Loan Percentage -	4.50%		
Loan Term (in years) -	25		
Annual Principal & Interest on Loan -	\$44,910	(b)	
Coverage Multiplier, under DW 20-156 -	1.1 x	(c)	
<b>Revenue Requirement for P&amp;I: [(b) x (c)] -</b>	<b>\$49,401</b>	(d)	
Property tax rate/\$1000 <sup>Note 1</sup> - \$	24.14	(e)	
<b>Projected Property Taxes: [(a)/1000 x (e)] - \$</b>	<b>16,076</b>	(f)	
<b>Projected Revenue Requirement: [(d) + (f)] -</b>	<b>\$65,477</b>	(g)	
DW 20-156 Allowed Revenue Requirement - \$	10,130,530	(h)	
<b>Calculated QCPAC Surcharge: [(g)/(h)] -</b>	<b>0.65%</b>	(i)	resulting from the proposed external CoBank financing
Current Monthly Single Family Residential Bill <sup>Note 2</sup> - \$	84.31	(j)	
<b>Monthly impact on Single Family Residential Bill of the external Financing: [(i) x (j)] - \$</b>	<b>0.55</b>		per month

Note 1 - combined blended local property taxes (\$17.54/1,000) and State Utility Tax (\$6.60/\$1,000)

Note 2 - From rates approved under DW 20-156, without subsequent QCPAC surcharges

**Pennichuck East Utility, Inc.**  
**Statement of Weighted Average Cost of Long-Term Debt**  
**For the Twelve Months Ended December 31, 2021**

2022 PEU Finance Petition  
DW 22-\_\_\_\_  
Schedule LDG-4B  
PUC 609.03(b)(7) - Form F-4, Exhibit 6

Holder	Term	Maturity	Coupon Rate	Outstanding Balance as of 12/31/21	New Debt Added in 2022	Annual Interest	Annual Amortization Issue Costs	All In Annual Cost	Effective Rate
CoBank	20	03/01/30	5.950%	2,267,169	-	134,897	1,277	136,173	6.01%
State of NH SRF (Green Hills)	20	01/01/25	3.728%	66,997	-	2,498	6,854	9,352	13.96%
State of NH SRF (Pelham Tank)	20	01/01/27	3.488%	179,430	-	6,259	247	6,505	3.63%
State of NH SRF (Maple Hills)	20	06/01/30	2.952%	293,509	-	8,664	483	9,147	3.12%
State of NH SRF (Birch Hill)	20	12/01/31	2.864%	1,020,378	-	29,224	549	29,772	2.92%
State of NH SRF (Locke Lake - 2007)	20	05/01/30	2.952%	119,648	-	3,532	90	3,622	3.03%
State of NH SRF (Locke Lake - 2011)	20	06/01/33	2.864%	201,302	-	5,765	434	6,199	3.08%
State of NH SRF (Liberty Tree) (9)	20	04/01/35	3.104%	302,571	-	9,392	531	9,922	3.28%
State of NH SRF (Locke Lake - 2012)	20	12/1/2033	2.720%	263,900	-	7,178	1,057	8,235	3.12%
CoBank \$1.7M Loan (RX0848T4)	10	06/20/23	3.620%	1,140,821	-	41,298	1,632	42,930	3.76%
CoBank \$925k Loan (RX0848T3)	20	06/20/33	4.250%	625,708	-	26,593	444	27,036	4.32%
SRF Loan - Locke Lake Dam Site Phase 2	20	07/01/35	2.720%	292,964	-	7,969	-	7,969	2.72%
SRF Loan - Locke Lake-Winwood & Monroe-Phase I	20	07/01/36	2.720%	300,398	-	8,171	343	8,514	2.83%
SRF Loan - Locke Lake-Winwood & Monroe-Phase II	20	11/01/36	2.464%	314,715	-	7,755	263	8,018	2.55%
SRF Loan - W&E Main Replacement	20	08/01/36	2.616%	795,223	-	20,803	672	21,475	2.70%
SRF Loan - Hickory & Avery	20	04/01/36	2.616%	323,067	-	8,451	119	8,570	2.65%
SRF Loan - Hardwood Treatment Station	20	07/01/36	2.464%	441,629	-	10,882	349	11,231	2.54%
CoBank 625K Loan	25	03/06/40	4.900%	523,914	-	25,672	1,635	27,307	5.21%
CoBank 1.25M Loan T6(1st tranche)	25	11/01/41	4.200%	1,093,746	-	45,937	489	46,427	4.24%
CoBank 950K Loan T6(2nd tranche)	25	11/01/41	4.830%	840,142	-	40,579	211	40,790	4.86%
SRF Loan - Locke Lake Varney Road	20	11/01/37	1.960%	1,226,174	-	24,033	691	24,724	2.02%
Intercompany 2018 PEU - \$1,701,516	30	05/01/48	3.200%	1,573,161	-	50,341	-	50,341	3.20%
Intercompany 2018 PEU (North Country)- \$1,157,403	30	05/01/48	3.200%	1,070,093	-	34,243	-	34,243	3.20%
SRF Loan 2017 - Brady Ave (Derry)	30	TBD	1.960%	535,796	-	10,502	151	10,653	1.99%
SRF Loan 2017 Hillcrest Road (Litchfield)	20	TBD	1.960%	218,443	-	4,281	-	4,281	1.96%
Co-Bank	25	05/20/43	5.330%	323,964	-	17,267	402	17,670	5.45%
Merrimack River Crossing SRF	20	09/01/39	1.960%	2,165,958	-	42,453	953	43,406	2.00%
Locke Lake Georgetown Main Replacement	30	TBD	2.704%	1,045,969	-	28,283	-	28,283	2.70%
CoBank 1.153M Loan T9	25	06/01/44	4.380%	1,091,200	-	47,795	-	47,795	4.38%
2020 CoBank 800K Loan	25	11/23/45	3.980%	781,181	-	31,091	473	31,564	4.04%
2021 CoBank 1.13M Loan	25	10/24/46	4.180%	1,104,842	-	46,182	-	46,182	4.18%
2021 CoBank Loan to refill RSF	25	11/24/46	4.250%	2,488,616	-	105,766	-	105,766	4.25%
2022 CoBank Loan for 2021 Capex (1)	25	TBD	4.500%	-	665,936	29,967	-	29,967	4.50%
<b>TOTAL</b>				<b>25,032,627</b>	<b>665,936</b>	<b>923,721</b>	<b>20,349</b>	<b>944,070</b>	<b>3.77%</b>

Notes:

(1) To account for the new CoBank Loan



6340 South Fiddlers Green Circle  
Greenwood Village, CO 80111  
800-542-8072  
www.cobank.com

**CONFIDENTIAL**

February 16, 2022

Mr. Larry Goodhue, Chief Executive Officer  
Pennichuck Corporation  
25 Walnut Street  
Nashua, NH 03060

Dear Mr. Goodhue:

This Non-Binding Summary of Terms and Conditions (this “Summary”) is being presented to Pennichuck East Utility, Inc. (the “Company”) by CoBank, ACB (“CoBank”) for information and discussion purposes only.

[REDACTED]

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**Borrower:** [REDACTED]

**Lender:** [REDACTED]

**Type of Credit Facilities:** [REDACTED]

**Purpose:** [REDACTED]

**Availability:** [REDACTED]

**Closing Date:** [REDACTED]

**Loan Maturity Date:** [REDACTED]



**Interest:**

[REDACTED]

**Weekly Quoted Variable Rate Option:**

[REDACTED]

**Quoted Fixed Rate Option.**

[REDACTED]

[REDACTED]

**Default Interest:**

[REDACTED]

**Origination Fees:**

[REDACTED]

**Principal Repayment:**

[REDACTED]

**Prepayment:**

[REDACTED]

[REDACTED]

**Collateral:**

[REDACTED]

**Guarantee:**

[REDACTED]

**Documentation:**

[REDACTED]

**Representations and Warranties:**

[REDACTED]

**Conditions Precedent.**

[REDACTED]

**Financial Covenants:**

[REDACTED]

**Affirmative Covenants:**

[REDACTED]

**Negative covenants:** [Redacted]

**Reporting Requirements:** [Redacted]

**Events of Default:** [Redacted]

**Expenses and Indemnification:** [Redacted]

[Redacted]

**Patronage:** [Redacted]

**Capitalization:** [Redacted]

**Governing Law:** [Redacted]

**From:** Goodhue, Larry  
**Sent:** Monday, April 4, 2022 4:32 PM  
**To:** Dwyer, John T; Marshall.Sugarman@td.com  
**Cc:** Torres, George; 'Howe, Carol Ann (carolann.howe@PENNICHUCK.com)'; Kerrigan, Jay  
**Subject:** CoBank annual term loan  
**Attachments:** Written Notice to TD Bank related to the CoBank \$700K new debt.docx

Hi John and Marshall,

Attached is the required notice to TD for our annual term loan financing with CoBank for our PEU subsidiary. Please response accordingly, as requested in the letter.

Thanks, and I hope you and your families are all doing well.



Larry D. Goodhue  
Chief Executive Officer  
Pennichuck Water  
25 Walnut Street  
PO Box 428  
Nashua, NH 03061-0428  
Ph: (603) 913-2312

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**PENNICHUCK®**

April 4, 2022

Mr. John Dwyer  
Senior Relationship Manager  
TD Bank, N.A.  
200 State Street  
Boston, MA 02109

RE: Written notice per Section 6(c)(v) of the Master Loan Agreement between Pennichuck Corporation (the “Company” or “Pennichuck”) and TD Bank, N.A. (the “Bank”)

Hi John,

Pursuant to section 6(c)(v) of the Loan Agreement, dated June 25, 2014 (the “Agreement”) I am supplying you with the requisite written notice of the Company’s intent to secure \$665,936 of term financing, as repayment of draws for 2021 Capital Projects funded from the \$3.0 million Fixed Asset Line of Credit (“FALOC”), from CoBank, ACB for its wholly-owned Pennichuck East Utility, Inc. subsidiary (“PEU”). In accordance, with this section of the Agreement, the Company is allowed to borrow up to \$1.5 million per annum from CoBank, ACB or equivalent lender, in order to provide for capital project financing for its Pennichuck East Utility, Inc. or Pittsfield Aqueduct Company, Inc. subsidiaries, without prior written consent from the Bank. In lieu of this consent requirement, the Company must provide 30 days prior written notice of the Company’s intent to enter into said financing, which is not set to close until late July or early August 2022.

Pennichuck’s and PEU’s boards of directors have voted upon resolutions authorizing management to procure said financings on behalf of PEU.

The Company is currently submitting a financing petition to be filed with the NH Public Utilities Commission, as well as a request for shareholder approval has been requested from the Company’s sole shareholder, the City of Nashua. Pursuant to the Company and PEU receiving these approvals, PEU will enter into this new term debt obligation, in the third quarter of 2022.

As described above, the aggregate \$665,936 is comprised of the amount needed to reimburse and repay amounts drawdown on the FALOC with CoBank during 2021 and early 2022 for funds used for capital expenditures used and useful through the end of 2021, which was not otherwise funded from State Revolving Fund or NH Drinking Water and Groundwater Trust Funds loans or grants. This term loan, as a repayment to the FALOC, is the annual “clean out” or paydown of the FALOC with new term loans from CoBank, for assets financed and placed in service by December of the preceding year. This is consistent with the Company’s approved rate



**PENNICHUCK®**

structure as approved by the NH Public Utilities Commission, in Orders No. 26,179 (Docket DW 17-128) and No. 26,586 (Docket No. DW 20-156).

I am requesting either written consent from the Bank for this borrowing, or a written response indicating that this letter suffices as prior written notice of borrowed amounts that do not exceed the \$1.5 million per annum borrowing limitation as specified in Section 6(c)(v) of the Master Loan Agreement.

Thank you for your time in reviewing and accepting this written notice, in conformity with the Agreement.

Sincerely,

*/s/Larry D. Goodhue*

Larry D. Goodhue  
Chief Executive Officer  
Pennichuck Corporation

**PENNICHUCK CORPORATION**  
**CORPORATE SECRETARY'S CERTIFICATE**

I, Suzanne L. Ansara, do hereby certify that I am the duly elected Corporate Secretary of Pennichuck Corporation (the "Corporation"), a New Hampshire corporation, and that I am authorized to execute and deliver this Certificate on behalf of the Corporation. In that capacity, I do hereby further certify that:

1. The following resolutions were adopted by the Board of Directors of the Corporation on February 25, 2022; and such resolutions have not been altered, amended or repealed, and are in full force and effect, as of the date hereof:

WHEREAS, reference is made to that certain Master Loan Agreement, dated as of February 9, 2010, between Pennichuck East Utility, Inc. ("PEU"), as borrower, and CoBank, ACB ("CoBank"), as lender (the "MLA");

WHEREAS, in connection with and as part of the consideration for inducing CoBank to enter into the MLA, Pennichuck Corporation (the "Corporation") agreed to enter into that certain Guarantee of Payment (Continuing) in favor of CoBank; and by resolutions taken on January 27, 2010, the Board of Directors of the Corporation approved the Guaranty and all related transactions to any loans under the MLA, including the New Loan, as described below; and

WHEREAS, the Corporation finds it beneficial that PEU take out an additional loan under the terms and conditions of the MLA (such New Loan further described below), for the purposes of financing 2021 used and useful capital expenditures paid for with the CoBank Fixed Asset Line of Credit during 2021, including interest accrued thereupon.

NOW, THEREFORE, be it hereby:

Resolved: to authorize and approve PEU to enter into a term loan (the "New Loan") to be advanced under and subject to the terms and conditions of the MLA and a new Promissory Note and Supplement thereto, as follows: up to Seven Hundred Thousand Dollars and No Cents (\$700,000.00) with an up to 25 year amortization schedule; at a rate of interest based on one of two interest rate options: a weekly quoted variable rate option or a quoted fixed rate option, each of which would be determined at closing on the New Loan.

Further

Resolved: that the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Treasurer and the Assistant Treasurer of the Corporation are, and each of them hereby is, authorized to act as the Corporation's representative (either in its own capacity, or in the Corporation's capacity as the sole shareholder of PEU) for purposes of executing and administering the above-referenced New Loan and/or executing any other related documents, certificates and undertakings on behalf of the Corporation with respect to the said New Loan and/or MLA.

- 2 -

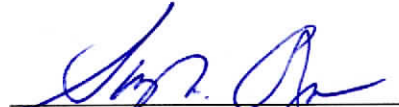
Further

Resolved: that the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Treasurer and the Assistant Treasurer of the Corporation are, and each of them hereby is, authorized to act as the Corporation's representative for purposes of executing and administering the above-referenced continuing corporate guarantee by the Corporation and/or executing any other related loan documents, certificates and undertakings on behalf of the Corporation with respect to the said New Loan and/or the MLA.

Further

Resolved: that the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Treasurer and the Assistant Treasurer of the Corporation are, and each of them hereby is, authorized and directed to take any and all actions to obtain all necessary approvals for the guarantee from the City of Nashua (in its capacity as the sole shareholder of Pennichuck Corporation), and any other authority determined, as a requirement, by such officers.

In Witness Whereof, I have hereunto set my hand this 5<sup>th</sup> day of April, 2022.

  
\_\_\_\_\_  
Suzanne L. Ansara  
Corporate Secretary



**PENNICHUCK EAST UTILITY, INC.**

**CORPORATE SECRETARY'S CERTIFICATE**

I, Suzanne L. Ansara, do hereby certify that I am the duly elected Corporate Secretary of Pennichuck East Utility, Inc. (the "Corporation"), a New Hampshire corporation, and that I am authorized to execute and deliver this Certificate on behalf of the Corporation. In that capacity, I do hereby further certify that:

1. The following resolutions were adopted by the Board of Directors of the Corporation on February 25, 2022; and such resolutions have not been altered, amended or repealed, and are in full force and effect, as of the date hereof:

WHEREAS, reference is made to that certain Master Loan Agreement, dated as of February 9, 2010, between Pennichuck East Utility, Inc. (the "Corporation"), as borrower, and CoBank, ACB ("CoBank"), as lender (the "MLA");

WHEREAS, by resolutions taken on February 4, 2010, the directors of the Corporation, as existed and were seated at that time, approved the MLA and transactions related to loans dated February 9, 2010; and

WHEREAS, the Corporation finds it beneficial that the Corporation take out an additional loan under the terms and conditions of the MLA (such New Loan further described below), for the purposes of refinancing 2021 used and useful capital expenditures paid for with the CoBank Fixed Asset Line of Credit during 2021, including interest accrued thereupon.

NOW, THEREFORE, be it hereby:

Resolved: to authorize and approve that the Corporation enter into a term loan (the "New Loan") to be advanced under and subject to the terms and conditions of the MLA and a new Promissory Note and Supplement thereto, as follows: up to Seven Hundred Thousand Dollars and No Cents (\$700,000.00) with an up to 25 year amortization schedule.

Further


Resolved: to approve the other resolutions set forth in Exhibit A relating to said MLA and the New Loan, as proposed by CoBank and recommended by management, including without limitation that the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Treasurer and the Assistant Treasurer of the Corporation are, and each is, authorized to act as the Corporation's representative for the purposes of executing and administering documents necessary to effecting the above-referenced loan subject to the MLA, and/or executing any other related documents, certificates and undertakings on behalf of the Corporation with respect to said New Loan.

- 2 -

Further

Resolved: that the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Treasurer and the Assistant Treasurer of the Corporation are hereby authorized and directed to take any and all actions to obtain all necessary approvals for the New Loan from the New Hampshire Public Utilities Commission, the City of Nashua, in its capacity as the sole shareholder of Pennichuck Corporation (the Corporation's parent corporation), and any other authority determined, as a requirement, by such officers relating to the New Loan.

In Witness Whereof, I have hereunto set my hand this 5th day of April, 2022.



Suzanne L. Ansara  
Corporate Secretary

**EXHIBIT A**

**RESOLUTIONS OF THE BOARD OF DIRECTORS**  
**of**  
**PENNICHUCK EAST UTILITY, INC.**  
Nashua, New Hampshire

**WHEREAS**, Pennichuck East Utility, Inc. ("Borrower"), under its articles of incorporation, bylaws, or other organizational documents has full power and authority to borrow money and to secure the same with its own property and property delivered to it for marketing or otherwise; and

**WHEREAS**, all prerequisite acts and proceedings preliminary to the adoption of these Resolutions have been taken and done in due and proper form, time and manner;

**NOW, THEREFORE, BE IT RESOLVED**, that the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Treasurer and the Assistant Treasurer ("Officers") of the Borrower are jointly and severally authorized and empowered to obtain for and on behalf of the Borrower from time to time, from CoBank, ACB ("CoBank"), a loan or loans or other financial accommodations (including, without limitation, letters of credit, note purchase agreements and bankers acceptances) (collectively, a "Loan") under these Resolutions; and for such purposes: (1) to execute such application or applications (including exhibits, amendments and/or supplements thereto) as may be required for all borrowings; (2) to obligate the Borrower to pay such rate or rates of interest as the Officers so acting shall deem proper, and in connection therewith to purchase such interest rate risk management products as may be offered from time to time by CoBank; (3) to obligate the Borrower to make such investments in CoBank as required by CoBank and to obligate the Borrower to such other terms and conditions as the Officers so acting shall deem proper; (4) to execute and deliver to CoBank or its nominee all such written loan agreements, documents and instruments as may be required by CoBank in regard to or as evidence of any Loan made pursuant to the terms of this Resolution; (5) to pledge, grant a security interest or lien in, or assign property of the Borrower or property of others on which it is entitled to borrow, of any kind and in any amount as security for any or all obligations (past, present and/or future) of the Borrower to CoBank; (6) to execute and deliver to CoBank an Electronic Commerce Master Service Agreement, a separate Service Agreement for each different service requested by the Borrower, and such other agreements, addenda, documents or instruments as may be required by CoBank in the event that the Borrower elects to use CoBank's electronic banking system (the "System"); (7) to execute and deliver to CoBank any agreements, addenda, authorization forms and other documents or instruments as may be required by CoBank in the event that the Borrower elects to use any services or products related to the Loan that are offered by CoBank now or in the future, including without limitation an automated clearing house (ACH) service; (8) from time to time amend any such Loan; (9) to direct and delegate to designated employees of the Borrower the authority to direct, by written or telephonic instructions or electronically, if the Borrower has agreed to use the System for such purpose, the disposition of the proceeds of any Loan authorized herein or any property of the Borrower at any time held by CoBank; and (10) to delegate to designated employees of the Borrower the authority to request by telephonic or written means or electronically, if the Borrower has agreed to use the System for such purpose, loan advances and/or other financial accommodations, and in connection therewith, to fix rates and agree to pay fees. In the absence of any direction or delegation authorized in (9) or (10) above, all existing directions and/or delegations shall remain in full force and effect and shall be applicable to any Loan authorized herein.

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(Exhibit A)

**RESOLVED FURTHER,** That each of the Officers are hereby jointly and severally authorized to: (1) establish a Cash Investment Services Account at CoBank; (2) make such investments therein as any Officer shall deem proper; (3) direct by written or telephonic instructions or electronically, if the Borrower has agreed to use the System for such purposes, the disposition of the proceeds therein; (4) delegate to designated employees of the Borrower the authority set forth in (2) and (3) above; and (5) execute and deliver all documents and agreements necessary to carry out this authority.

**RESOLVED FURTHER,** That each of the Officers are hereby jointly and severally authorized and directed to do and/or cause to be done, from time to time, all things which may be necessary and/or proper for the carrying out of the terms of these Resolutions.

**RESOLVED FURTHER,** That all prior acts by the Officers or other employees or agents of the Borrower to accomplish the purposes of these Resolutions are hereby approved and ratified.

**RESOLVED FURTHER,** That any Officer of the Borrower is hereby authorized and directed to cast the ballot of the Borrower in any and all proceedings in which the Borrower is entitled to vote for the selection of a member of CoBank's board of directors or for any other purpose.

**RESOLVED FURTHER,** That these Resolutions shall remain in full force and effect until a certified copy of a duly adopted resolution effecting a revocation or amendment, as the case may be, shall have been received by CoBank. The authority hereby granted shall apply with equal force and effect to the successors in office of the Officers herein named.

**RESOLVED FURTHER,** That effective on the date when the Loan under these Resolutions becomes available, the following listed Resolutions are hereby revoked: N/A.

**RESOLVED FURTHER,** That the Secretary or any Assistant Secretary of the Borrower is hereby authorized and directed to certify to CoBank a copy of these Resolutions, the names and specimen signatures of the present Officers above referred to, and if and when any change is made in the personnel of any said Officers, the fact of such change and the name and specimen signatures of the new Officers. CoBank shall be entitled to rely on any such certification until a new certification is actually received by CoBank.