

CLOSING AGENDA
For
COMMERCIAL TERM MORTGAGE LOAN
by
TD BANK, N.A.
to
THE HAMPSTEAD AREA WATER COMPANY, INC.
and
LEWIS BUILDERS, INC.
AUGUST 14, 2009

BORROWERS

Lewis Builders, Inc.
("Borrower")
Christine R. Lewis Morse, President
54 Sawyer Ave.
Atkinson, NH 03811
(603) 362-5333

The Hampstead Area Water Co., Inc.
("Borrower")
Christine R. Lewis Morse, Vice President
54 Sawyer Ave.
Atkinson, NH 03811
603-362-5333

LENDER:

TD Banknorth, N.A. ("LENDER")
370 Main Street
Worcester, MA 01608
Attn: Stephen J. Jasklevicus, SVP
(978) 684-6537
Fax: (978) 475-6011
Email: sjasklevicus@tdbanknorth.com

BORROWER'S COUNSEL:

Robert W. Levine, Esquire
In-House General Counsel
c/o Lewis Builders, Inc.
54 Sawyer Ave.
Atkinson, NH 03811
603-362-5333

LENDER'S COUNSEL:

Douglas E. Hausler, Esq.
Lampert, Hausler & Rodman, P.C.
Ten North Road
Chelmsford, MA 01824
(978) 256-6080
Fax: (978) 256-0515
Email: dhausler@lhrlaw.com

AGENDA

LIST OF CLOSING DOCUMENTS

A. Organizational Documents of Hampstead Area Water Company, Inc. ("HWC") as Borrower

1. Certificate of Formation/Articles of Incorporation for HAWC Borrower
2. Bylaws of HAWC Corporate Borrower
3. Certificate of Good Standing from NH Secretary of State
4. Annual Reports filed with NH Secretary of State- HAWC
5. Clerk's Certificate of Incumbency HAWC
6. Directors' Vote of Borrower Approving Loan Commitment
And Execution and Delivery of Borrower Loan Documents - HAWC
7. Certificate as to Taxes - HAWC
8. Borrower's General Certificate

B. Organizational Documents of Lewis Builders, Inc. ("LBI") as Borrower

1. Certificate of Formation/Articles of Incorporation for HAWC Borrower
2. Bylaws of Corporate Borrower
3. Certificate of Good Standing from NH Secretary of State
4. Annual Reports filed with NH Secretary of State-
5. Clerk's Certificate of Incumbency
6. Directors' Vote of Borrower Approving Loan Commitment
And Execution and Delivery of Borrower Loan Documents
7. Certificate as to Taxes
8. Borrower's General Certificate (see A-8)

C. LOAN DOCUMENTS- \$1,450,000.00

1. Loan Agreement with Schedule and Exhibits
2. Term Promissory Note
3. Mortgage, Security Agreement, and Assignment of Leases and Rents for
Hampstead, NH Apartment Property
4. Mortgage, Security Agreement, and Assignment of Leases and Rents for
Atkinson, NH Apartment Property
5. Mortgage, Security Agreement, and Assignment of Leases and Rents for
67, 78 and 79 Cobblers Ridge, Danville, NH Properties
6. Guaranty of Borrower Obligations by Christine R. Lewis Morse
7. Guaranty of Borrower Obligations by Christine Lewis Trust
8. Certificates of Insurance naming Bank as Loss Payee
9. Affidavit of Commercial Use

10. Compliance Agreement
11. Lender's Title Insurance Policies - Post Closing
12. Appraisals
13. Due Authorization and Enforceability Opinion for Borrowers
14. Environmental Indemnification Agreement
15. Flood Certificates
16. Evidence of payment of real estate taxes
17. Disbursement Authorization
18. Disbursement Schedule
19. Security Agreements with UCC Financing Statements
20. Mechanic Lien Affidavits
21. W-9 Forms for Borrowers and Guarantors
22. Privacy Notices
23. Name Affidavits
24. Miscellaneous Closing Documents

STATE OF NEW HAMPSHIRE

Filing Fee: \$25.00 Form No. 11
+ Licensing Fee: \$60.00 (See Section 136 II) RSA 293-A:54
Total Fees: \$85.00
Use black print or type
Leave 1" margins of both sides.

FILED

APR 5 1989

ARTICLES OF INCORPORATION
OF
THE HAMPSTEAD AREA WATER COMPANY, INC.

NEW HAMPSHIRE
SECRETARY OF STATE

THE UNDERSIGNED, ACTING AS INCORPORATOR(S) OF A CORPORATION UNDER
THE NEW HAMPSHIRE BUSINESS CORPORATION ACT, ADOPT(S) THE
FOLLOWING ARTICLES OF INCORPORATION FOR SUCH CORPORATION:

FIRST: The Name of the corporation is:

The Hampstead Area Water Company, Inc.

SECOND: The period of its duration is perpetual.

THIRD: The corporation is empowered to transact any and all
lawful business for which corporations may be incorporated under
RSA 293-A and the principal purpose or purposes for which the
corporation is organized are:

To buy, sell, develop, operate and manage water
systems, including public and community water systems;
to apply for and receive and operate franchises from the
New Hampshire Public Utilities Commission; to buy sell,
supply and deal in water supplies and services for
residential (domestic), commercial and residential
useage.

FOURTH: The aggregate number of shares which the
corporation shall have the authority to issue is:

Three Hundred (300) no par, common voting shares.

FIFTH: The capital stock will be sold or offered for sale
within the meaning of RSA 421-B. (New Hampshire Securities Act)

ARTICLES OF INCORPORATION
OF THE HAMPSTEAD AREA WATER COMPANY, INC.

Form No. 11
(cont.)

SIXTH: Provisions, if any, for the limitation or denial of preemptive rights are:

There shall be no preemptive rights.

SEVENTH: Provisions for the regulation of the internal affairs of the corporation are:

The bylaws of the corporation to be adopted by the Directors.

EIGHTH: The address of the initial registered office of the corporation is: 25 Nashua Road, PO Box 867, Londonderry, NH 03053

and the name of its initial registered agent at such address is:

Attorney Robert H. Fryer

NINTH: The number of directors constituting the initial board of directors of the corporation are Two (2) and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

<u>Name</u>	<u>Address</u>
Peter A. Lewis	11 Salem Road, Atkinson, NH 03053
B. Louise (Lewis) Lemery	26 N. Broadway, Atkinson, NH 03053

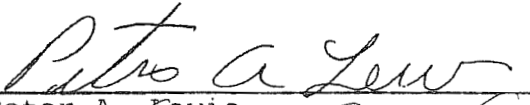
TENTH: The name and address of each incorporator is:

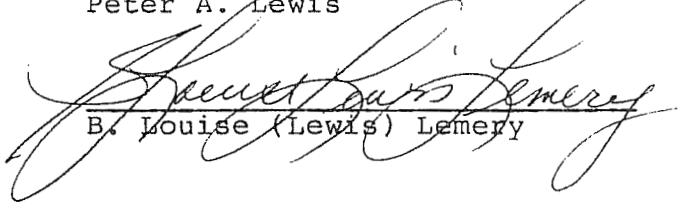
<u>Name</u>	<u>Address</u>
Peter A. Lewis	11 Salem Road, Atkinson, NH 03053
B. Louise (Lewis) Lemery	26 N. Broadway, Atkinson, NH 03053

ARTICLES OF INCORPORATION
OF THE HAMPSTEAD AREA WATER COMPANY, INC.

Form No. 11
(cont.)

Dated March 9, 1989


Peter A. Lewis


B. Louise (Lewis) Lemery

Mail fee DUPLICATE ORIGINALS (ORIGINAL SIGNATURES ON BOTH) AND
INSURANCE COMMISSIONER'S CERTIFICATE to Secretary of State, Rm.
204, State House, Concord, NH 03301-4989

BY-LAWS
OF
HAMPSTEAD AREA WATER COMPANY, INC.

ARTICLE I - OFFICES

The principal office of the corporation in the State of New Hampshire shall be located at in the Town of Atkinson, County of Merrimack. The corporation may have such other offices, either within or without the State of incorporation as the board of directors may designate or as the business of the corporation may from time to time require.

ARTICLE II - STOCKHOLDERS

1. ANNUAL MEETING.

The annual meeting of the stockholders shall be held on the fourth Thursday of March in each year, beginning with the year 1989 at the hour 10 O'clock A.M., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday such meeting shall be held on the next succeeding business day.

2. SPECIAL MEETINGS.

Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or by the directors, and shall be called by the presidents at the request of the holders if not less than 50 per cent of all the outstanding shares of the corporation entitled to vote at the meeting.

3. PLACE OF MEETING.

The directors may designate any place, either within or without the State unless otherwise prescribed by statute, as the place of meeting for annual meeting or for any special meeting called by the directors. A waiver of notice signed by all stockholders entitled to vote at a meeting may designate any place, either within or without the state unless otherwise prescribed by statute, as the place for holding such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation.

4. NOTICE OF MEETING.

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling meeting, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the stockholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

5. QUORUM.

At any meeting of the stockholders a majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than said number of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The stockholders present at a duly organized meeting may continue to transact business until

adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

6. PROXIES.

At all meetings of stockholders, a stockholder may vote by proxy executed in writing by the stockholder or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting.

7. VOTING.

Each stockholder entitled to vote in accordance with the terms and provisions of the Articles of Incorporation and these by-laws shall be entitled to one vote, in person or by proxy, for each share of stock entitled to vote held by stockholders. Upon the demand of any stockholder, the vote for director and upon any question before the meeting shall be by ballot. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Articles of Incorporation or the laws of this state.

8. ORDER OF BUSINESS.

The order of business at all meetings of the stockholders shall be as follows:

1. Roll Call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Reports of Committees.
6. Election of Directors.
7. Unfinished Business.
8. New Business.

9. INFORMAL ACTION BY STOCKHOLDERS.

Unless otherwise provided by law, any action required to be taken at a meeting of the shareholders, or any other action which

may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III - BOARD OF DIRECTORS

1. GENERAL POWERS.

The business and affairs of the corporation shall be managed by its board of directors. The directors shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation, as they may deem proper, not inconsistent with these by-laws and the laws of this State.

2. NUMBER, TENURE AND QUALIFICATIONS.

The number of directors of the corporation shall be Two. Each director shall hold office until the next annual meeting of stockholders and until his successor shall have been elected and qualified.

3. REGULAR MEETINGS.

A regular meeting of the directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of stockholders. The directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

4. SPECIAL MEETINGS.

Special meetings of the directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the directors may fix the place for holding any special meeting of the directors called by them.

5. NOTICE.

Notice of any special meeting shall be given at least five days previously thereto by written notice delivered personally, or by telegram or mailed to each director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered to the telegraph company.

The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6. QUORUM.

At any meeting of the directors, one director shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, the meeting may be adjourned from time to time without further notice.

7. MANNER OF ACTING.

The act of the majority of the director present at a meeting at which a quorum is present shall be the act of the directors.

8. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of a majority of the directors then in office, although less than a quorum exists. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the stockholders. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

9. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed for cause by vote of the stockholders or by action of the board. Directors may be removed without cause only by vote of the stockholders.

10. RESIGNATION.

A director may resign at any time giving written notice to the board, the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

11. COMPENSATION.

No compensation shall be paid to the directors, as such, for their services, but by resolution of the board a fixed sum and expenses for actual attendance at each regular or special meeting of the board may be authorized. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

12. PRESUMPTION OF ASSENT.

A director of the corporation who is present at a meeting of the directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

13. EXECUTIVE AND OTHER COMMITTEES.

The board, by resolution, may designate from among its members an executive committee and other committees. Each such committee shall serve at the pleasure of the board.

ARTICLE IV - OFFICERS

1. NUMBER.

The officers of the corporation shall be a president, a secretary and a treasurer, each of whom shall be elected by the directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the directors.

2. ELECTION AND TERM OF OFFICE.

The officers of the corporation to be elected by the directors shall be elected annually at the first meeting of the directors held after each annual meeting of the stockholders. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

3. REMOVAL.

Any officer or agent elected or appointed by the directors may be removed by the directors whenever in their judgment in the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. VACANCIES.

A vacancies in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the directors for the unexpired portion of the term.

5. PRESIDENT.

The president shall be the principal executive officer of the corporation and, subject to the control of the directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the stockholders and of the directors. He may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the directors, certificates

for shares of the corporation thereunto authorized by the directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the directors or by these by-laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the directors from time to time.

6. SECRETARY.

The secretary shall keep the minutes of the stockholders' and of the directors' meetings in one or ore books provided for that purpose, see that all notices are duly given in accordance with the provisions of these by-laws or as required, be custodian of the corporate records and of the seal of the corporation and keep a register of the post office address of each stockholder which shall be furnished to the secretary by such stockholder, have general charge of the stock transfer books of the corporation and in general perform all duties as from time to time may be assigned to him by the president or by the directors.

7. TREASURER.

If required by the directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the directors shall determine. he shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with these by-laws and in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the directors.

8. SALARIES.

The salaries of the officers shall be fixed from time to time by the directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE V - POWERS AND DUTIES OF OFFICERS

1. CONTRACTS.

The directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

2. LOANS.

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the directors. Such authority may be determined by resolution of the directors.

3. CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the directors.

4. DEPOSITS.

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the directors may select.

ARTICLE VI - CERTIFICATES FOR SHARES AND THEIR TRANSFER

1. CERTIFICATES FOR SHARES.

Certificates representing shares of the corporation shall be in such form as shall be determined by the directors. Such certificates shall be signed by the president and by the secretary or by such officers authorized by law and by the directors. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the stockholders, the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be canceled and no new certificates shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the directors may prescribe.

2. TRANSFERS OF SHARES

(a) Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, and cancel the old certificate; every such transfer shall be entered on the transfer book of the corporation which shall be kept at its principal office.

(b) The corporation shall be entitled to treat the holder of record of any share as the holder in fact thereof, and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person whether or not it shall have express or other notice thereof, except as expressly provided by the laws of this state.

(c) No stockholder shall sell his or her stock to any outsider without first offering his or her share of stock to the remaining stockholder or stockholders. Upon written notice to

the stockholder or stockholders, the corporation books shall be established by dividing the total number of shares issued into the sum total of the assets of the corporation at that time less its liabilities, and that the price of said shares of stock shall be assessed in accordance therewith; upon the establishment of the value of said stock, it must be offered to the remaining stockholder or stockholders.

ARTICLE VII - FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January in each year.

ARTICLE VIII - DIVIDENDS

The directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law.

ARTICLE IX - SEAL

The directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the state of incorporation, year of incorporation and the words, "Corporate Seal".

ARTICLE X - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any stockholder or director of the corporation under the provisions of these by-laws or under the provisions of the articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

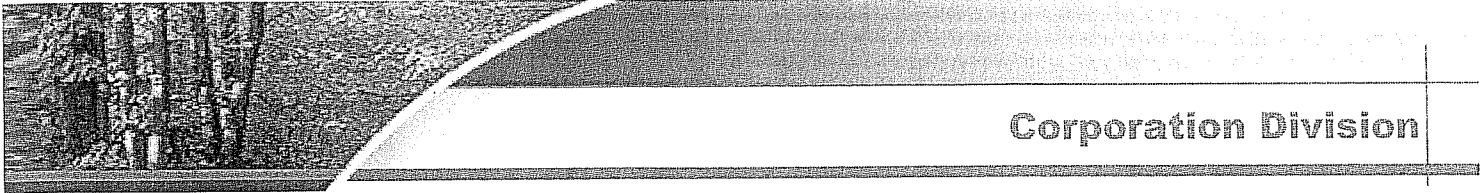
ARTICLE XI - AMENDMENTS

These by-laws may be altered, amended or repealed and new by-laws may be adopted by a vote of the stockholders representing a majority of all the shares issued and outstanding, at any annual stockholders' meeting or at any special stockholders'

meeting when the proposed amendment has been set out in the notice of such meeting.

A true copy:

Secretary - Robert H. Fryer



Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online

Date: 6/30/2009 **Filed Documents**
(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
THE HAMPSTEAD AREA WATER COMPANY, INC.	Legal

Corporation - Domestic - Information

Business ID:	140553
Status:	Good Standing
Entity Creation Date:	4/5/1989
Principal Office Address:	54 SAWYER AVENUE ATKINSON NH 03811
Principal Mailing Address:	54 Sawyer Ave Atkinson NH 03811
Last Annual Report Filed Date:	4/8/2009
Last Annual Report Filed:	2009

Registered Agent

Agent Name:	Levine, Robert C, Esq
Office Address:	54 Sawyer Avenue Atkinson NH 03811
Mailing Address:	



State of New Hampshire

2009 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2009

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed

Date Filed: 04/08/2009

Business ID: 140553

William M. Gardner

Secretary of State

THE HAMPSTEAD AREA WATER COMPANY, INC.

54 SAWYER AVE

ATKINSON, NH 03811

ADDRESS OF PRINCIPAL OFFICE:

54 SAWYER AVENUE

ATKINSON, NH 03811

REGISTERED AGENT AND OFFICE:

LEVINE, ROBERT C, ESQ

54 SAWYER AVENUE

ATKINSON, NH 03811

ENTITY TYPE: CORPORATION

BUSINESS ID: 140553

STATE OF DOMICILE: NEW HAMPSHIRE

DEAL IN WATER SYSTEMS; COMMUNITY & PUBLIC

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

☐

The new mailing address

☐

The new principal office address

PO Box is acceptable.

OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE OFFICER BELOW)

PRES. Peter a Lewis

STREET 54 Sawyer Avenue

CITY/STATE/ZIP Atkinson NH 03811

TREAS. Peter a Lewis

STREET 54 Sawyer Avenue

CITY/STATE/ZIP Atkinson NH 03811

V-PRES. Christine Lewis-Morse

STREET 54 Sawyer Avenue

CITY/STATE/ZIP Atkinson Nh 03811

SEC'Y. Christine Lewis-Morse

STREET 54 Sawyer Avenue

CITY/STATE/ZIP Atkinson Nh 03811

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE DIRECTOR BELOW)

DIR. Christine Lewis-Morse

STREET 54 Sawyer Avenue

CITY/STATE/ZIP Atkinson Nh 03811

NAME

STREET

CITY/STATE/ZIP

NAME

STREET

CITY/STATE/ZIP

NAME

STREET

CITY/STATE/ZIP

To be signed by an officer, director, or any other person authorized by the board of directors.
I, the undersigned do hereby Certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here:

Robert C Levine

Please print name and title of signer:

Robert C Levine

AUTHORIZED PARTY

NAME

TITLE

FEE DUE: \$150.00

E-MAIL ADDRESS (OPTIONAL):



014055320091505

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, P.O. Box 9529, Manchester, NH 03108-9529

THE HAMPSTEAD AREA WATER COMPANY, INC. (the "Corporation")

**CERTIFICATE REGARDING
INCUMBENCY, RESOLUTIONS,
CHARTER DOCUMENTS
AND BYLAWS**

The undersigned, is the duly elected, qualified and acting Secretary of THE HAMPSTEAD AREA WATER COMPANY, INC., a duly organized New Hampshire corporation, and does hereby certify as follows:

(a) Harold J. Morse is the duly elected, qualified and acting President and Treasurer of this Corporation (hereinafter, the "CORPORATION"). Christine R. Lewis Morse is the duly elected, qualified and acting Vice President and Secretary of this Corporation (hereinafter, the "CORPORATION"). The signatures below are their true signatures.

(b) The CORPORATION has duly adopted the resolutions set forth in Exhibit A attached hereto and dated as of the date set forth therein, none of which has been amended or repealed in any respect since such date, and all of which remain in full force and effect as of the date hereof.

(c) Attached hereto as Exhibit B is a true, correct and complete copy of the Certificate of Formation of the CORPORATION and all amendments thereto, as certified by the Secretary of the State of New Hampshire, together with such certificate of the Secretary of State (or reproduction thereof), and since the date of such Secretary of State certificate, such Certificate has not been amended, altered, modified or revoked and remain in full force and effect on the date hereof.

(d) Attached hereto as Exhibit C is a true, correct and complete copy of the Bylaws of the CORPORATION in effect on the date hereof.

(e) Attached hereto is the signature of the officers of the CORPORATION set forth opposite his name and said signature is true.

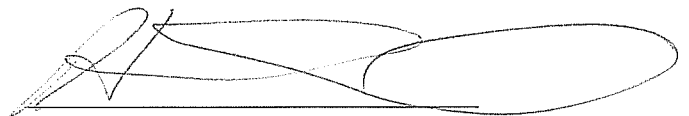
NAME

TITLE

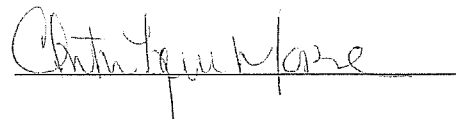
SIGNATURE

Harold J. Morse


President
& Treas.



Christine R. Lewis Morse VP/Secretary
Sole Director



IN WITNESS WHEREOF, the undersigned has caused this certificate to be executed on behalf of said corporation.

By: 
Christine R. Lewis Morse, Secretary

Dated: August 14, 2009

SECRETARY'S CERTIFICATE

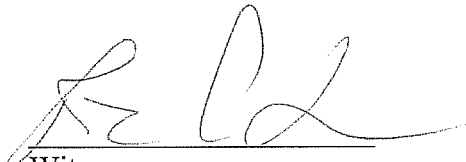
The undersigned, being the Secretary of The Hampstead Area Water Company, Inc., a New Hampshire corporation with a principal place of business at 54 Sawyer Ave., Atkinson, NH, does hereby certify as follows:

At a Special Meeting of the sole Director of the corporation held on August 14, 2009, it was unanimously:

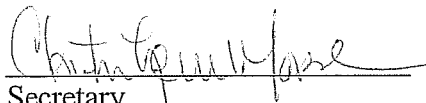
VOTED: The Christine R. Lewis Morse as she is the Vice President and sole Director of the corporation, on behalf of the Corporation, is authorized to execute a Promissory Note and to otherwise execute, acknowledge and deliver any and all documents relating thereto, including without limitation, executing and delivering a certain Loan Agreement and other documents relating to a loan advance by TD Bank, N.A. and secured by the primary security documents as defined therein, for a term loan in the original principal amount of \$1,450,000.00, and to execute and deliver such other documents, instruments, agreements and guarantees necessary and proper to consummate the transactions contemplated hereunder.

Dated: August 14, 2009

THE HAMPSTEAD AREA WATER COMPANY,
INC.



Witness

By: 

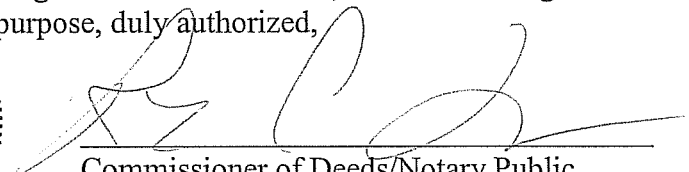
Secretary

STATE OF NEW HAMPSHIRE

Rockingham, ss.

On this 14th day of August, 2009, before me, the undersigned notary public, personally appeared CHRISTINE R. LEWIS MORSE, the Secretary of said corporation, and on its behalf, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, duly authorized,





Commissioner of Deeds/Notary Public
My commission expires:
Official signature and seal

THE HAMPSTEAD AREA WATER COMPANY, INC.

SOLE DIRECTOR RESOLUTION AND VOTE

The undersigned, as sole DIRECTOR of **THE HAMPSTEAD AREA WATER COMPANY, INC.**, a New Hampshire CORPORATION (hereinafter, the "Corporation"), hereby certifies that, by unanimous consent of the Director, on August 14, 2009, the following resolutions were unanimously adopted:

"Resolved: That CHRISTINE LEWIS MORSE, as Vice President and Sole Director, be and hereby is authorized and empowered on behalf of this Company:

To guaranty, from time to time, to TD BANK, N.A. ("Secured Party"), such sum or sums of money as said Officer may deem necessary or advisable for the purpose of this Corporation including, without limitation, to obtain a loan in the principal amount of \$1,450,000.00 with interest thereon, from Secured Party in connection with a certain Loan Agreement of even date;

To make, execute, seal, acknowledge and deliver, in the name of this Corporation a Note and all other instruments, documents and agreements required by Secured Party in connection with, or to give effect to, any of the powers and authority herein granted and to amend the same, from time to time, such guaranty, to be in such form and on such terms and conditions as said Officer shall, by his execution and delivery thereof, deem satisfactory; hereby ratifying approving and confirming all that said Officer has done or may do in the premises; and that the Officer may, from time to time, delegate the authority hereinbefore granted to such additional Members or agents of this Corporation as the Officer may determine; and

That all resolutions relative to the authority of any officer or other agent to act on behalf of this Corporation in any dealing or transaction with the Secured Party shall remain in full force and effect until written notice of modification thereof shall be received by Secured Party and that the Secured Party may conclusively rely on the signatures of the Officer or agents designated in such resolutions until notified in writing by the Officer of this Corporation of any change in such officers or agents and thereafter the Secured Party may conclusively rely on the signatures of the successors in office."

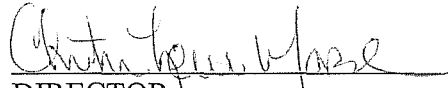
It was further voted as follows:

"Resolved: That the aforesaid Officer be, and hereby is, authorized and empowered on behalf of this Corporation, to execute and deliver a guaranty pursuant to the aforesaid Loan Agreements to the extent set forth above and to execute, deliver and provide any and all necessary documents and exhibits thereto as required by said Secured Party and as any said Officer may deem necessary or advisable for the purpose of this Corporation."

I further certify that the foregoing resolution has not been altered, amended or rescinded but remains in full force and effect.

WITNESS the hand and the seal of said Corporation this 14th day of August, 2009.

THE HAMPSTEAD AREA WATER COMPANY, INC.

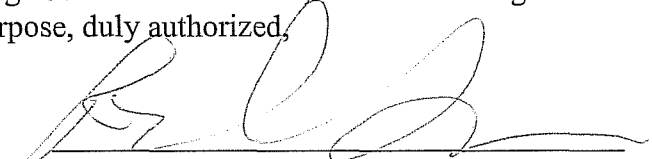

DIRECTOR

STATE OF NEW HAMPSHIRE

Rockingham, ss.

On this 14th day of August, 2009, before me, the undersigned notary public, personally appeared CHRISTINE R. LEWIS MORSE, the Secretary of said corporation, and on its behalf, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, duly authorized,




Commissioner of Deeds/Notary Public
My commission expires:
Official signature and seal

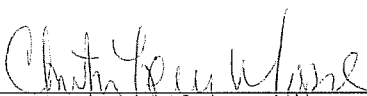
CERTIFICATE AS TO TAXES

The undersigned hereby certify to TD Bank, N.A. that she is the Vice President of The Hampstead Area Water Company, Inc., a New Hampshire corporation (the "Company"), and that, as of the date hereof (i) the Company has filed all tax returns and reports required to be filed, including, without limitation, returns and estimated returns, with respect to New Hampshire taxes, and has paid in full all taxes shown due thereon and all estimated taxes when due (together with all interest, penalties, assessments and deficiencies assessed in connection therewith which are due through the date hereof); (ii) such tax returns and reports are correct in all material respects and the Company is not required to pay any other federal taxes except those shown in such tax returns and reports; (iii) no objection to any return or claim for additional taxes or other governmental charges has been asserted against the Company by the Internal Revenue Service; and (iv) the Company knows of no material unpaid assessment or claim for additional New Hampshire taxes or other governmental charges.

Witness our hands and seal of the Company this 14th day of August, 2009.

Witness:

The Hampstead Area Water Company Inc.

By: 
Christine R. Lewis Morse, Vice President

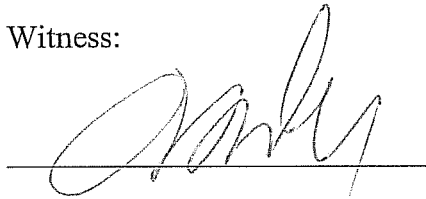
BORROWERS' CERTIFICATE

Reference is made to: that certain Commercial Loan Agreement, Mortgages, Security Agreements, and other Loan Documents (as defined in the Loan Agreement) by and between Lewis Builders, Inc. and The Hampstead Area Water Company, Inc. (the "Borrowers") and TD Bank, N.A. (the "Bank"); that certain Promissory Note in the original principal amount of \$1,450,000.00 from the Borrowers to the Bank; and all other documents executed and delivered by the Borrowers to the Bank in connection with the aforesaid Loan granted by the Bank to the Borrowers all of even date herewith (collectively referred to as the "Loan Documents"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Documents. Pursuant to the Loan Documents, each of the undersigned Borrowers hereby certifies to the Bank as follows:

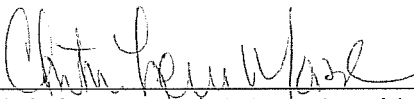
- (a) The statements, representations and warranties made by each Borrower in the Loan Documents are correct in all material respects on and as of the date hereof.
- (b) The covenants and agreements of each Borrower contained in the Loan Documents have been complied with in all material respects on and as of the date hereof.
- (c) No event which constitutes, or which, with notice or lapse of time or both, could constitute, an Event of Default under the Loan Documents, has occurred and is continuing.

EXECUTED, as an instrument under seal, as of this 14th day of August, 2009.

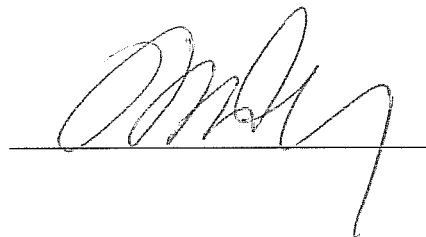
Witness:

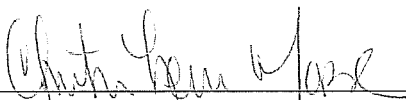


LEWIS BUILDERS, INC.

By: 
Christine R. Lewis Morse, President

THE HAMPSTEAD AREA WATER CO., INC.



By: 
Christine R. Lewis Morse, Vice President

Filing fee: \$ 25.00
+ Licensing fee: \$ 30.00 (See Section 136 II
Total fees \$ 55.00 and Note 6)
Use black print or type.
Leave 1" margins both sides.

Form No. 14
RSA 293-A:61

FILED

DEC 13 1983

NEW HAMPSHIRE
SECRETARY OF STATE

ARTICLES OF AMENDMENT
to the
ARTICLES OF INCORPORATION
OF
LEWIS BUILDERS, INC.

PURSUANT TO THE PROVISIONS OF SECTION 61 OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT TO ITS ARTICLES OF INCORPORATION:

FIRST: The name of the corporation is Lewis Builders, Inc.

SECOND: The following amendments of the Articles of Incorporation were adopted by the shareholders (Note 1) of the corporation on 12-1, 19 83*, in the manner prescribed by the New Hampshire Business Corporation Act: (Insert Amendments)

Article A-1: The duration of the corporation shall be perpetual.

Article A-2: The corporation shall have and be authorized to ~~exercise all~~ those powers (in addition to those set forth in the Articles of Incorporation) as set forth in NH RSA 293-A-4.

Article A-3: Each shareholder has preemptive rights as to the issuance of the corporation's stock after the initial issuance.

Article A-4: The total authorized shares of stock that the corporation shall have the authority to issue shall be three hundred (300) no par common.

To waive any and all statutory notices regarding the above votes.

*by consent vote

[if more space is needed, attach additional sheet(s)]

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 100; and the number of shares entitled to vote thereon was 100

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows:
(Note 2)

<u>Class</u>	<u>Number of Shares</u>
no par common	100

FIFTH: The number of shares voted for such amendment was 100; and the number of shares voted against such amendment was -0- (Note 2)

SIXTH: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was: (Note 2)

<u>Class</u>	<u>Number of Shares voted</u>	
	<u>For</u>	<u>Against</u>
no par common	100	0

SEVENTH: The manner in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected is as follows: (Note 3)

The amount of stated capital remains unchanged. After the amendment each share (no par common) represents one third of the amount of the stated capital which it represented prior to the amendment.

Dated 12-12, 1983, LEWIS BUILDERS, INC.
Pete Lewis (Note 4)

By _____ (Note 5)
Its _____ President
and _____ (Note 5)
Its _____ Secretary

- Notes:
1. Change to "board of directors" if no shares have been issued.
 2. If inapplicable, omit.
 3. This article may be omitted if the subject matter is set forth in the amendment or if it is inapplicable.
 4. Exact corporate name of corporation adopting the Articles of Amendment.
 5. Signatures and titles of officers signing for the corporation. Must be signed by President or Vice-President and Secretary or Assistant Secretary.
 6. If amendment increases the authorized stock, include fee according to schedule under RSA 293-A:136 II less amount previously paid in for original record and any increases, provided however that the minimum fee shall be \$30.00.

page 3 of 3

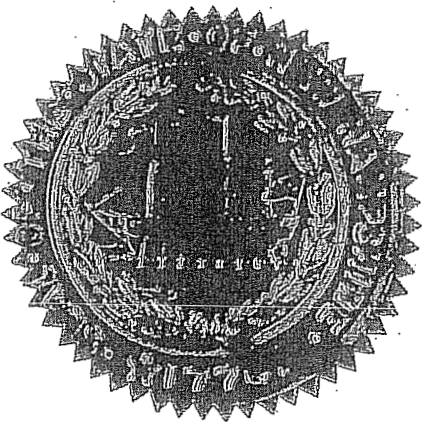
State of New Hampshire
Department of State

CERTIFICATE OF AMENDMENT OF


LEWIS BUILDERS, INC.

The undersigned, as Deputy Secretary of State of the State of New Hampshire, hereby certifies that duplicate originals of Articles of Amendment to the Articles of Incorporation of LEWIS BUILDERS, INC., duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, have been received in this office.

ACCORDINGLY the undersigned, as such Deputy Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Amendment to the Articles of Incorporation of LEWIS BUILDERS, INC. and attaches hereto a duplicate original of the Articles of Amendment.



IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be
affixed the Seal of the State
of New Hampshire, this 13th
day of December A.D. 1983


Robert P. Ambrose
Deputy Secretary of State

STATE OF NEW HAMPSHIRE

Filing fee: \$ 35.00
Use black print or type.
Leave 1" margins both sides.

Form No. 14
RSA 293-A:10.06

ARTICLES OF AMENDMENT
to the
ARTICLES OF INCORPORATION

FILED
EFFECTIVE JAN 1 2003
DEC 10 2002
WILLIAM M. CARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT TO ITS ARTICLES OF INCORPORATION:

FIRST: The name of the corporation is: Lewis Builders, Inc.

SECOND: The text of each amendment adopted is:

1. To increase the capitalization of Lewis Builders, Inc. as follows:

A. TO convert each existing share of Lewis Builders, Inc.'s common voting shares into

i. Fifty (50) shares of common voting shares of One (\$1.00) Par Value each; plus

ii. Fifty (50) shares of common non-voting shares of One (\$1.00) Par Value each.

2. As a result of the aforesaid conversion, to ratify and confirm that the authorized shares of stock of Lewis Builders, Inc. after the effective date of such conversion shall be-

i. Ten-Thousand (10,000) common voting shares, plus

ii. Ten-Thousand (10,000) common non-voting shares.

3. Upon the Effective Date of the aforesaid conversion, the holder of each outstanding share of the common voting shares of Lewis Builders, Inc., shall automatically own and be entitled to receive a replacement certificate for (a) Fifty (50) shares of common, \$1.00 Par voting stock, and (b) Fifty (50) shares of common, \$1.00 Par non-voting stock for each share of the original common voting shares held by them prior to the Effective Date.

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF LEWIS BUILDERS, INC.

Form No. 14
(Cont.)

4. That the "Effective Date" of and for this conversion be January 2, 2003.

THIRD: If the amendment provides for an exchange, reclassification, or cancellation of issued shares the provisions for implementing the amendment(s) if not contained in the above amendment are:

[Contained in the above vote.]

FOURTH: The amendment(s) were adopted on November 19, 2002
[if more space is needed, attach additional sheet(s)]

FIFTH: (Check one)

A. _____ The amendment(s) were adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

B. X _____ The amendment(s) were approved by the shareholders. (Note 1)

Number of votes Designation indisputably (class or series) represented at <u>of voting group</u> <u>the meeting</u>	Number of <u>shares outstanding</u>	Number of votes entitled <u>to be cast</u>
Voting Common 151.4903	Voting Common 151.4903	Voting Common 151.4903

Designation Total number of (class or series) undisputed <u>of voting group</u> <u>votes cast FOR</u>	Total number of votes cast: <u>OR</u> <u>FOR</u> <u>AGAINST</u>
Voting Common 151.4903	Voting Common 151.4903
	Voting Common 0

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF LEWIS BUILDERS, INC.

Form No. 14
(Cont.)

SIXTH: The number cast for the amendment(s) by each voting group was sufficient for approval by each voting group.

Dated November 19, 2002 _____

LEWIS BUILDERS, INC. (Note 2)
By Peter A. Lewis (Note 3)
Signature of its PRESIDENT.

Peter A. Lewis
Print or type name

- Notes:
- 1: All sections under "B." must be completed. If any voting group is entitled to vote separately, give respective information for each voting group. (See RSA 293-A:1.40 for definition of voting group.)
 - 2: Exact corporate name of corporation adopting articles of amendment.
 - 3: Signature and title of person signing for the corporation. Must be signed by the chairman of the board of directors, president or another officer; or see RSA 293-A:1.20)f) for alternative signatures.

Mail fee and ORIGINAL and ONE EXACT OR CONFORMED COPY to:
Secretary of State, State House, Room 204, 107 North Main Street,
Concord, NH 03301-4989

State of New Hampshire

Be it known that whereas

RALPH A. LEWIS

LILLIAN J. LEWIS

PETER A. LEWIS

DONNA LEWIS

have associated themselves with the intention of forming a corporation under the name of
LEWIS BUILDERS, INC.

for the purpose

to carry on and conduct a general contracting business, including
the designing, constructing, enlarging, repairing, remodeling or
otherwise engaging in any work upon buildings, roads, side walks,
highways, bridges or manufacturing plants; and for other purposes
as set forth in the Articles of Agreement

with a capital stock consisting of

One Hundred (100) shares at no par value; One Hundred (100) shares
without par value

ARTICLES OF AGREEMENT

We, the undersigned, being all of lawful age, do hereby associate ourselves together for the purpose of forming a corporation under the provisions of the Business Corporation Law of the State of New Hampshire.

ARTICLE I. The name of the corporation shall be LEWIS BUILDERS, INC.

ARTICLE II. The objects for which this corporation is to be established are:

(a) To carry on and conduct a general contracting business, including the designing, constructing, enlarging, repairing, remodeling or otherwise engaging in any work upon buildings, roads, side walks, highways, bridges or manufacturing plants; and to engage in iron, steel, wood, brick, concrete, stone, cement, masonry and earth construction, and to execute contracts or to receive assignments of contracts therefor, or relating thereto; also to manufacture and furnish the building materials and supplies connected therewith;

(b) To purchase, acquire, hold, improve, sell, convey, assign, release, mortgage, encumber, lease, hire and deal in real and personal property of every name and nature, including stocks and securities of other corporations, and to loan money and take securities for the payment of all sums due the corporation, and to sell, assign and release such securities.

ARTICLE III. The principal place of business of this corporation is to be: Sawyer Avenue, Atkinson, N.H.

ARTICLE IV. Authorized capital stock shall be one hundred (100) shares at no par value.

Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall first offer it to the corporation through the Board of Directors, in the manner following:

He shall notify the directors of his desire to sell or transfer by

ARTICLES OF AGREEMENT (Continued)

notice in writing, which notice shall set out the price at which he is willing to sell or transfer and the name of one arbitrator. The directors shall within thirty (30) days thereafter, either accept the offer or by notice to him in writing name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator. After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the directors shall have thirty (30) days within which to purchase same at such valuation, but if at the expiration of thirty days, the corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of his stock in any manner he may see fit. No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirement.

ARTICLE V. The first meeting of the incorporators shall be held at the office of Daniel H. Andernacht, Elm Street, Plaistow, New Hampshire, on the 2nd day of February, 1962, at 8:00 o'clock P.M..

Signatures

Ralph A. Lewis
Ralph A. Lewis

Sawyer Ave., Atkinson, N.H.

Lillian J. Lewis
Lillian J. Lewis

Sawyer Ave., Atkinson, N.H.

Peter A. Lewis
Peter A. Lewis

Summit Ave., Atkinson, N.H.

Donna Lewis
Donna Lewis

Summit Ave., Atkinson, N.H.

ORGANIZATION MEETING

A meeting of the incorporators of LEWIS BUILDERS, INC., was held at the office of Daniel H. Andernacht, Elm Street, Plaistow, New Hampshire on the Second day of February, 1962, at 8:00 o'clock P.M., all incorporators being present and voting;

At said meeting an organization was effected by the election of Donna Lewis as Temporary Clerk, who was duly sworn before a Justice of the Peace in open Meeting.

Peter A. Lewis was elected chairman of the meeting.

On motion duly seconded, it was unanimously voted that the corporation adopt the following by-laws to govern the operation of its affairs:

BY-LAWS

On motion duly seconded, it was voted to proceed to the election of the officers of the corporation, and the following officers were elected:

Peter A. Lewis	Summit Ave., Atkinson, N.H.	President & Director.
Ralph A. Lewis	Sawyer Ave., Atkinson, N.H.	Vice President, Assistant Treasurer & Director
Lillian J. Lewis	Sawyer Ave., Atkinson, N.H.	Treasurer, Assistant Clerk & Director.
Donna Lewis	Summit Ave., Atkinson, N.H.	Clerk & Director

On motion duly seconded, it was voted that the capital stock of the corporation, in accordance with the Articles of Agreement, shall be one hundred (100) shares of NO PAR value and that the number of shares now to be issued shall be one hundred (100) shares and shall be issued for the following consideration:

1 To Peter A. Lewis	25 shares	for \$2,500.00; in cash
2 To Donna Lewis	25 shares	for \$2,500.00; in cash

ORGANIZATION MEETING (Continued)

3 To Ralph A. Lewis 25 shares for \$2,500.00 in cash;
4 To Lillian J. Lewis 25 shares for \$2,500.00 in cash.

Thereupon, Donna Lewis was duly sworn as Permanent Clerk of the corporation and of the Board of Directors before Daniel H. Andernacht, a Justice of the Peace for the State of New Hampshire.

A true record; Attest:

Donna Lewis
Temporary Clerk.

We, the undersigned, being the Treasurer and a majority of the Board of Directors elected at the organization meeting of LEWIS BUILDERS, INC., as hereinabove set forth, do hereby severally make oath that the foregoing is a true copy of the record of organization of the said corporation, and contains the original of the Articles of Agreement, the names and addresses of the officers and directors, and the original record of the organization meeting duly attested by the temporary clerk. We also severally make oath that the consideration for which one hundred (100) shares of stock is to be issued, in accordance with the foregoing record of organization, is cash.

William J. Lewis
Treasurer

Ralph A. Lewis

Donna Lewis

Peter Lewis

THE STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS

Subscribed and sworn to this second day of February, 1962.

Daniel W. Anderson
Justice of the Peace

HS Amended 7th 6/1/92

M A S T E R B Y L A W S
FOR
DELAWARE OR NEW HAMPSHIRE CORPORATIONS

ARTICLE I.

Offices

Section 1. Registered office in. The registered office of the company adopting these Bylaws, (hereinafter called the "Corporation") shall be in the State of its incorporation, and shall be in Newcastle County, Wilmington, if a Delaware Corporation, or in the Town or City of New Hampshire, where its principal place of business is located, if incorporated under the laws of New Hampshire. The registered agent in charge thereof shall be The Corporation Trust Company, if a Delaware Corporation, and Attorney Robert H. Fryer, in the State of New Hampshire.

Section 2. Other offices. The Corporation may have such other office or offices at such other place or places, either within or without the State of its incorporation as the Board of Directors may from time to time determine or as shall be necessary or appropriate for the conduct of the business of the Corporation.

Effective 1/1/79

ARTICLE II.

Meetings of Stockholders

Section 1. Place of Meeting. All meetings of the stockholders shall be held at such place or places, within or without the State of its incorporation as may from time to time be fixed by the Board of Directors, or as shall be specified in the respective notices or waivers of notice thereof.

Section 2. Annual Meetings. The annual meeting of stockholders for the election of directors and the transaction of other business shall be held on the first Tuesday in April in each year commencing with the year after its incorporation. If this date shall fall upon a legal holiday, the meeting shall be held on the next succeeding business day. At each annual meeting the stockholders entitled to vote shall elect a Board of Directors and may transact such other proper business notice of which was given in the notice of the meeting.

If the election of directors shall not be held on the day designated herein for the annual meeting, or at any adjournment thereof, the Board of Directors shall cause a special meeting of the stockholders to be held as soon thereafter as conveniently may be for the election of directors. At such special meeting the stockholders may elect directors and transact other business with the same force and effect as at an annual meeting of the stockholders duly called and held.

1/1/79

Section 3. Special Meetings. A special meeting of the stockholders, or of any class thereof entitled to vote, for any purpose or purposes, may be called at any time by the President or by order of the Board of Directors and shall be called by the President or the Secretary upon the written consent of stockholders holding of record at least twenty percent (20%) of the outstanding shares of the stock of the Corporation entitled to vote at such meeting. Such written request shall state the purpose or purposes for which such meeting is to be called.

Section 4. Notice of Meetings. Except as otherwise expressly required by law, written notice of each meeting of stockholders, whether annual or special, stating the place, date and hour of the meeting shall be given not less than ten (10) days nor more than fifty (50) days before the date on which the meeting is to be held to each stockholder of record entitled to vote thereat by delivering a notice thereof to him personally or by mailing such notice in a postage prepaid envelope directed to him at his address as it appears on the stock ledger of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notices intended for him be directed to another address, in which case such notice shall be directed to him at the address designated in such request. Every notice of a special meeting of the stockholders, besides stating the time and place of the meeting, shall state briefly the objects or purposes thereof. Notices of any meeting of stockholders shall

1/1/79

not be required to be given to any stockholder who shall attend such meeting in person or by proxy unless such attendance is for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened; and, if any stockholder shall, in person or by attorney thereunto authorized, in writing or by telegraph, cable or wireless, waive notice of any meeting of the stockholders, whether prior to or after such meeting, notice thereof need not be given to him.

If a meeting is adjourned to another time or place and if an announcement of the adjourned time and place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting unless the adjournment is for more than thirty (30) days or the Board of Directors, after adjournment, fixes a new record date for the adjourned meeting.

Section 5. List of Stockholders. It shall be the duty of the Secretary, or other officer of the Corporation who shall have charge of the stock ledger to prepare and make, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote thereat, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in his name. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within

1/1/79

the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall be kept and produced at the time and place of the election during the whole time thereof and subject to the inspection of any stockholder who may be present. The original or duplicate stock ledger shall be the only evidence as to who are the stockholders entitled to examine such list or the books of the Corporation or to vote in person or by proxy at such meeting.

Section 6. Quorum. At each meeting of the stockholders, the holders of record of a majority of the issued and outstanding stock of the Corporation entitled to vote at such meeting, present in person or by proxy, shall constitute a quorum for the transaction of business, except where otherwise provided by law, the Certificate of Incorporation or these Bylaws. In the absence of a quorum, any officer entitled to preside at, or act as Secretary of, such meeting shall have the power to adjourn the meeting from time to time until a quorum shall be constituted. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted at the meeting originally called, but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

1/1/79

Section 7. Voting. Except as otherwise provided in the Certificate of Incorporation, at every meeting of stockholders each holder of record of the issued and outstanding stock of the Corporation entitled to vote at such meeting shall be entitled to one vote in person or by proxy for each such share of stock entitled to vote held by such stockholder, but no proxy shall be voted after three (3) years from its date unless the proxy provides for a longer period. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held by the Corporation, shall be neither entitled to vote nor counted for quorum purposes. Nothing in this Section shall be construed as limiting the right of the Corporation to vote its own stock held by it in a fiduciary capacity. At all meetings of the stockholders, a quorum being present, all matters shall be decided by majority vote of the shares of stock entitled to vote held by stockholders present in person or by proxy, except as otherwise required by the Certificate of Incorporation or the laws of the state of the Corporation's incorporation. Unless demanded by a stockholder of the Corporation present in person or by proxy at any meeting of the stockholders and entitled to vote thereat or

1/1/79

so directed by the chairman of the meeting or required by the laws of the state of the Corporation's incorporation, the vote thereat on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or in his name by his proxy, if there be such proxy, and shall state the number of shares voted by him and number of votes to which each share is entitled.

Section 8. Consent of Stockholders in Lieu of Meeting. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action by any provision of the Business Corporation Law of the state of the Corporation's incorporation, the meeting and vote of stockholders may be dispensed with if the holders of stock having not less than the minimum percentage of the vote required by statute for the proposed corporate action shall consent in writing to such corporate action being taken, provided that prompt notice shall be given to all stockholders of the taking of any such corporate action without meeting by less than unanimous written consent.

ARTICLE III.

Board of Directors

Section 1. General Powers. The property, business and affairs of the Corporation shall be managed by the Board of Directors.

1/1/79

Section 2. Number and Term of Office. The number of directors shall be fixed from time to time by resolution of the Board of Directors, but shall not be less than three or, if all the stock of the Corporation is owned beneficially and of record by one or two stockholders, such lesser number equal to the number of stockholders. Directors need not be stockholders. Each Director shall hold office until the annual meeting of the stockholders next following his election and until his successor shall have been elected and shall qualify, or until his death, resignation or removal.

Section 3. Quorum and Manner of Acting. Unless otherwise provided by law, the presence of one-third of the whole Board of Directors, and in any case not less than two directors, shall be necessary to constitute a quorum for the transaction of business, except that if the Board consists of one director then one director shall constitute a quorum. In the absence of a quorum, a majority of the directors present may adjourn the meeting from time to time until a quorum shall be present. Notice of any adjourned meeting need not be given. At all meetings of directors, a quorum being present, all matters shall be decided by the affirmative vote of a majority of the directors present, except as otherwise required by the laws of the state of the Corporation's incorporation.

1/1/79

Section 4. Place of Meetings, etc. The Board of Directors may hold its meetings and keep the books and records of the Corporation, at such place or places within or without the state of the Corporation's incorporation, as the Board may from time to time determine.

Section 5. Annual Meeting. As promptly as practicable after each annual meeting of stockholders for the election of the Board of Directors shall meet for the purpose of organization, the election of officers, and the transaction of other business. Notice of such meeting need not be given.

Section 6. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place, within or without the state of the Corporation's incorporation, as shall from time to time be determined by the Board of Directors. After there has been such determination, and notice thereof has been once given to each member of the Board of Directors, regular meetings may be held without further notice being given.

Section 7. Special Meetings; Notice. Special meetings of the Board of Directors shall be held whenever called by the President or a majority of the directors. Notice of each such meeting shall be mailed to each director, addressed to him at his residence or usual place of business, at least two days before the date on which the meeting is to be held, or shall be sent to him at such place by telegraph, cable, radio or wireless, or be delivered personally or by telephone, not later than the day before the day

1/1/79

on which such meeting is to be held. Each such notice shall state the time and place of the meeting and the purposes thereof. In lieu of the notice to be given as set forth above, a waiver thereof in writing, signed by the director or directors entitled to said notice, whether prior to or after the meeting in question, shall be deemed equivalent thereto for purposes of this Section 7. No notice to or waiver by any director with respect to any special meeting shall be required if such director shall be present at said meeting.

Section 8. Resignation. Any director of the Corporation may resign at any time by giving written notice to the President or the Secretary of the Corporation. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. When one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office including those who have so resigned shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

1/1/79

Section 9. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, unless otherwise provided by the Certificate of Incorporation or the laws of the State of New Hampshire.

Section 10. Compensation of Directors. Directors, as such, shall not receive any stated salary for their services, but, by resolution of the Board, a specific sum fixed by the Board plus expenses may be allowed for attendance at each regular or special meeting of the Board or any committee thereof; provided that nothing herein contained shall be construed to preclude any director from serving the Corporation or any subsidiary thereof in any other capacity and receiving compensation therefor.

Section 11. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more directors of the Corporation, which shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation (including the power to authorize the seal of the Corporation to be affixed to all papers which may require it) as the Board may by resolution determine and specify in the respective resolutions designating them, subject to such restrictions as may be contained in the Certificate of Incorporation. Such committee or committees shall have such name

1/1/79

or names as may be determined from time to time by resolution adopted by the Board of Directors. The committees shall keep regular minutes of their proceedings and report the same to the Board when required. A majority of all the members of any such committee may fix its rules of procedure, determine its action and fix the time and place, whether within or without the state of the Corporation's incorporation of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall otherwise by resolution provide. In the absence or disqualification of any member of any such committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. The Board of Directors shall have power to change the membership of any such committee at any time, to fill vacancies therein and to discharge any such committee at any time, to fill vacancies therein and to discharge any such committee, either with or without cause, at any time. Each member of any such committee shall be paid such fee, if any, as shall be fixed by the Board of Directors for each meeting of such committee which he shall attend and, in addition, such transportation and other expenses actually incurred by him in going to the meeting of such committee and returning therefrom as the Board of Directors shall approve.

1/1/79

Section 12. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes or proceedings of the Board or committee.

1/1/79

ARTICLE IV.

Officers

Section 1. Number. The principal officers of the Corporation shall be a President, one or more Vice Presidents, if such are elected or appointed, a Treasurer and a Secretary. The Corporation may also have, at the discretion of the Board of Directors, such other officers as may be appointed in accordance with the provisions of these Bylaws. One person may hold the offices and perform the duties of any two or more of said offices.

2/1/81 (Changing "Clerk" to "Secretary")

Section 2. Election and Term of Office. The principal officers of the Corporation shall be chosen annually by the Board of Directors at the annual meeting thereof. Each such officer shall hold office until his successor shall have been duly chosen and shall qualify, or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

1/1/79

Section 3. Subordinate Officers. In addition to the principal officers enumerated in Section 1 of this Article IV, the Corporation may have one or more Assistant Treasurers, one or more Assistant Secretaries, and such other officers, agents and employees as the Board of Directors may deem necessary, each of whom shall hold office for such period, have such authority, and perform such duties as the President or the Board of Directors may from time to time determine. The Board of Directors may delegate to any principal officer the power to appoint and to remove any such subordinate officers, agents or employees.

Section 4. Removal. Any officer may be removed, either with or without cause, at any time, by resolution adopted by the Board of Directors at any regular meeting of the Board or at any special meeting of the Board called for that purpose at which a quorum is present.

Section 5. Resignations. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein; and, unless otherwise specified therein; the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled for the unexpired portion of the term in the manner prescribed in these Bylaws for election or appointment to such office for such term.

1/1/79

Section 7. President. The President shall be the chief executive officer of the Corporation and as such, shall have general supervision of the affairs of the Corporation, subject to the control of the Board of Directors. Subject to the control and direction of the Board of Directors the President may enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. In general, he shall perform all duties incident to the office of President, as herein defined, and all such other duties as from time to time may be designated to him by the Board of Directors.

Section 8. Vice Presidents. The Vice Presidents in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. They shall perform such other duties and have such other powers as the President or the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Corporation and shall deposit all such funds in the name of the Corporation in such banks or other depositories as shall be selected by the Board of Directors. He shall exhibit at all reasonable times his books of account and records to any of the directors of the Corporation upon application during business hours at the office of the Corporation where such books and records shall

1/1/79

be kept; when requested by the Board of Directors, shall render a statement of the condition of the finances of the Corporation at any meeting of the Board or at the annual meeting of stockholders; shall receive, and give receipt for, moneys due and payable to the Corporation from any source whatsoever; and in general, shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Directors. The Treasurer shall give such bond, if any, for the faithful discharge of his duties as the Board of Directors may require.

Section 10. Secretary. The Secretary, if present, shall act as Secretary to all meetings of the Board of Directors and of the stockholders and keep the minutes thereof in a book or books to be provided for that purpose; shall see that all notices required to be given by the Corporation are duly given and served; shall have charge of the stock records of the Corporation; shall see that all reports, statements and other documents required by law are properly kept and filed; and, in general, shall perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or the Board of Directors. 2/1/81 (Changing "Clerk" to "Secretary")

Section 11. Salaries. The salaries of the principal officers shall be fixed from time to time by the Board of Directors, and the salaries of any other officers may be fixed by the President.

1/1/79

ARTICLE V.

Shares and Their Transfer

Section 1. Certificate for Stock. Every stockholder of the Corporation shall be entitled to a certificate or certificates, to be in such form as the Board of Directors shall prescribe, certifying the number of shares of the capital stock of the Corporation owned by him.

Section 2. Stock Certificate Signature. The certificates for such stock shall be numbered in the order in which they shall be issued and shall be signed by -----President-----and the Secretary ----- of the Corporation, and its seal shall be affixed thereto. If such certificate is countersigned (1) by a transfer agent other than the Corporation or its employee; or (2) by a registrar other than the Corporation or its employee, the signatures of such officers of the Corporation may be facsimiles. In case any officer of the Corporation who has signed, or whose facsimile signature has been placed upon, any such certificates shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of issue.

Section 3. Stock Ledger. A record shall be kept by the Secretary, transfer agent or by any other officer, employee or agent designated by the Board of Directors of the name of the person, firm or Corporation holding the stock represented by such certificates, the number of shares represented by such certificates, respectively, and the respective dates thereof, and in case of cancellation, the respective dates of cancellation.

1/1/79

Section 4. Cancellation. Every certificate surrendered to the Corporation for exchange or registration of transfer shall be canceled, and no new certificate or certificates shall be issued in exchange for any existing certificate until existing certificate shall have been so canceled, except in cases provided for in Section 7 of this Article V.

Section 5. Registration of Transfers of Stock.
Registrations of transfers of shares of the capital stock of the Corporation shall be made on the books of the Corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation or with a transfer clerk or a transfer agent appointed as in Section 6 of this Article V provided, and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes thereon. The person in whose name shares of stock stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation; provided, however, that whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented to the Corporation for transfer, both the transferor and the transferee request the Corporation to do so.

1/1/79

Section 6. Regulations. The Board of Directors may make such rules and regulations as it may deem expedient, not inconsistent with the Certificate of Incorporation or these Bylaws, concerning the issue, transfer and registration of certificates for shares of the stock of the Corporation. It may appoint, or authorize any principal officer or officers to appoint, one or more transfer agents and one or more registrars, and may require all certificates of stock to bear the signature or signatures of any of them.

Section 7. Lost, Stolen, Destroyed or Mutilated Certificates. As a condition of the issue of a new certificate for shares of stock in the place of any certificate theretofore issued and alleged to have been lost, stolen, mutilated or destroyed, the Board of Directors, in its discretion, may require the owner of any such certificate, or his legal representative, to file with the Corporation a bond in such sum and in such form as it may deem sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of any such certificate or the issuance of such new certificate. Proper evidence of such loss, theft, mutilation or destruction shall be procured for the Board of Directors, if it so requires. The Board of Directors, in its discretion, may authorize the issuance of new certificates without any bond when in its judgment it is proper to do so.

1/1/79

Section 8. Record Dates. For the purpose of determining the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a date as a record date for any such determination of stockholders. Such record date shall not be more than fifty (50) days nor less than ten (10) days before the date of such meeting, nor more than fifty (50) days prior to any other action.

ARTICLE VI.

Miscellaneous Provisions

Section 1. Corporate Seal. The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall bear the name of the Corporation and words and figures showing that it was incorporated in the State of the Corporation's incorporation in the year of its incorporation. The Secretary shall be the custodian of the seal. The Board of Directors may authorize a duplicate seal to be kept and used by any other officer.

1/1/79

Section 2. Fiscal Year. The fiscal year of the Corporation shall be as specified by the Board of Directors.

Section 3. Voting of Stocks Owned by the Corporation. The Board of Directors may authorize any person in behalf of the Corporation to attend, vote and grant proxies to be used at any meeting of stockholders of any Corporation (except the Corporation) in which the Corporation may hold stock.

Section 4. Dividends. Subject to the provisions of the Certificate of Incorporation or Articles of Agreement, the Board of Directors may, out of funds legally available therefor, at any regular or special meeting declare dividends upon the capital stock of the Corporation as and when they deem expedient. Before declaring any dividend there may be set apart out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Board of Directors shall deem conducive to the interests of the Corporation and as shall be allowed by law.

1/1/79

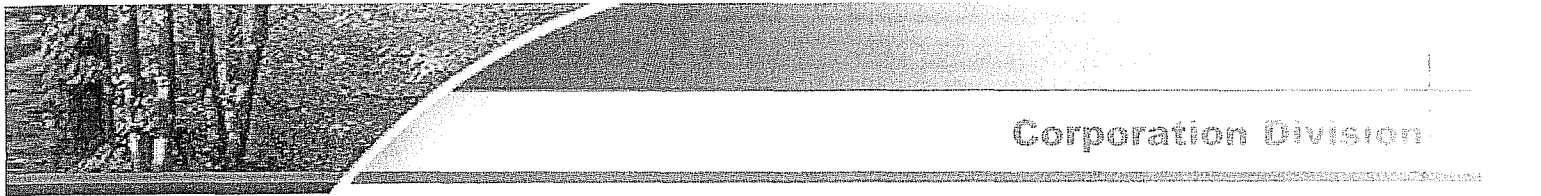
Section 5. The Corporation shall indemnify and hold each and every Officer and director harmless from and against all claims arising out of the acts or omissions by such officer or director relating to the Corporation to the fullest extent (but only to the extent) permitted under the provisions of New Hampshire RSA 293-A:54 I-a or Delaware Corporation Law Ann. Sec. 145, as amended, 6/1/92

ARTICLE VII.

Amendments

These Bylaws of the Corporation may be altered, amended or repealed by the affirmative vote of the holders of a majority of the stock of the Corporation issued and outstanding and entitled to vote in respect thereof and represented in person or by proxy at any annual or special meeting of the stockholders provided that notice of such meeting, or by the Board of Directors at any regular or special meeting of the Board of Directors. Bylaws, whether made or altered by the stockholders or by the Board of Directors, shall be subject to alteration or repeal by the stockholders as in this Article VII above provided.

1/1/79



Corporation Division

- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online

Date: 6/30/2009

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
LEWIS BUILDERS, INC.	Legal

Corporation - Domestic - Information

Business ID:	13876
Status:	Good Standing
Entity Creation Date:	2/8/1962
Principal Office Address:	54 SAWYER AVE ATKINSON NH 03811
Principal Mailing Address:	54 Sawyer Ave Atkinson NH 03811
Last Annual Report Filed Date:	4/8/2009
Last Annual Report Filed:	2009

Registered Agent

Agent Name:	Morse, Christine Lewis
Office Address:	54 SAWYER AVE ATKINSON NH 03811

Mailing Address:



State of New Hampshire

2009 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2009

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed

Date Filed: 04/08/2009

Business ID: 13876

William M. Gardner

Secretary of State

LEWIS BUILDERS, INC.

54 SAWYER AVE

ATKINSON, NH 03811

ENTITY TYPE: CORPORATION

BUSINESS ID: 13876

STATE OF DOMICILE: NEW HAMPSHIRE

PROPERTY MANAGEMENT

ADDRESS OF PRINCIPAL OFFICE:

54 SAWYER AVE

ATKINSON, NH 03811

1 REGISTERED AGENT AND OFFICE:

MORSE, CHRISTINE LEWIS

54 SAWYER AVE

ATKINSON, NH 03811

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

☐

The new mailing address

☐

The new principal office address

PO Box is acceptable.

OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE OFFICER BELOW)

V-PRES. Peter a Lewis

STREET 54 Sawyer Avenue

CITY/STATE/ZIP Atkinson NH 03811

TREAS. Peter a Lewis

STREET 54 Sawyer Avenue

CITY/STATE/ZIP Atkinson NH 03811

PRES. Christine Lewis-Morse

STREET 54 Sawyer Avenue

CITY/STATE/ZIP Atkinson NH 03811

SEC'Y. Christine Lewis-Morse

STREET 54 Sawyer Avenue

CITY/STATE/ZIP Atkinson NH 03811

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE DIRECTOR BELOW)

DIR. Christine Lewis-Morse

STREET 54 Sawyer Avenue

CITY/STATE/ZIP Atkinson NH 03811

NAME

STREET

CITY/STATE/ZIP

NAME

STREET

CITY/STATE/ZIP

NAME

STREET

CITY/STATE/ZIP

To be signed by an officer, director, or any other person authorized by the board of directors.
I, the undersigned do hereby Certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here:

Robert C Levine

Please print name and title of signer:

Robert C Levine

AUTHORIZED PARTY

NAME

TITLE

FEE DUE: \$150.00

E-MAIL ADDRESS (OPTIONAL):



1387620091502

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, P.O. Box 9529, Manchester, NH 03108-9529

LEWIS BUILDERS, INC. (the "Corporation")

CERTIFICATE REGARDING
INCUMBENCY, RESOLUTIONS,
CHARTER DOCUMENTS
AND BYLAWS

The undersigned is the duly elected, qualified and acting Secretary of Lewis Builders, Inc., a duly organized New Hampshire corporation, and does hereby certify as follows:

(a) Christine R. Lewis Morse is the duly elected, qualified and acting President and Secretary, and Harold J. Morse is duly elected, qualified and acting Treasurer of this Corporation (hereinafter, the "CORPORATION"). The signature below is his true signature.

(b) The CORPORATION has duly adopted the resolutions set forth in Exhibit A attached hereto and dated as of the date set forth therein, none of which has been amended or repealed in any respect since such date, and all of which remain in full force and effect as of the date hereof.

(c) Attached hereto as Exhibit B is a true, correct and complete copy of the Certificate of Formation of the CORPORATION and all amendments thereto, as certified by the Secretary of the State of New Hampshire, together with such certificate of the Secretary of State (or reproduction thereof), and since the date of such Secretary of State certificate, such Certificate has not been amended, altered, modified or revoked and remain in full force and effect on the date hereof.

(d) Attached hereto as Exhibit C is a true, correct and complete copy of the Bylaws of the CORPORATION in effect on the date hereof.

(e) Attached hereto is the signature of the officers of the CORPORATION set forth opposite his name and said signature is true.

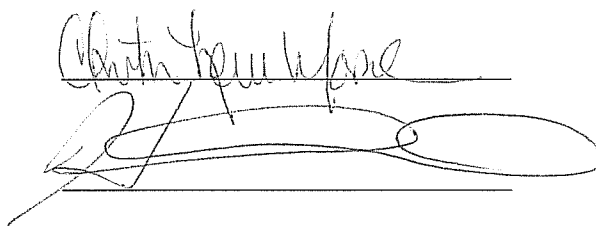
NAME

TITLE

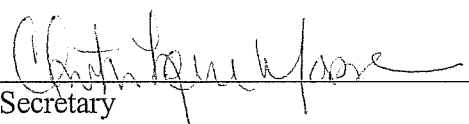
SIGNATURE

Christine R. Lewis-Morse President/Secretary
Director

Harold J. Morse VP/ Treasurer

Handwritten signatures of Christine R. Lewis-Morse and Harold J. Morse. The signature of Christine R. Lewis-Morse is written over the line for her name and title. The signature of Harold J. Morse is written over the line for his name and title.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be executed on behalf of LEWIS BUILDERS, INC.

By: 
Secretary

Dated: August 14, 2009

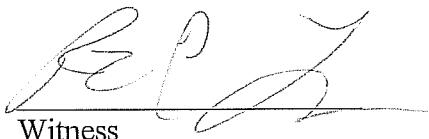
SECRETARY'S CERTIFICATE

The undersigned, being the Secretary of Lewis Builders, Inc., a New Hampshire corporation with a principal place of business at 54 Sawyer Ave., Atkinson, NH, does hereby certify as follows:

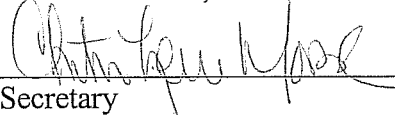
At a Special Meeting of the Directors of the corporation held on August 14, 2009, it was unanimously:

VOTED: The President of the corporation, on behalf of the Corporation, is authorized to accept and enter into a commercial Loan Agreement in the amount of \$1,450,000.00 with interest thereon as provided therein relative for the CORPORATION; to otherwise execute, acknowledge and deliver any and all documents relating thereto, including without limitation, executing and delivering a certain Promissory Term Note, Loan Agreement, Mortgages and other documents to secure loan advances from TD Bank, N.A. and secured by the premises described in said Mortgages of even date herewith, respectively; and to execute and deliver such other documents, instruments, agreements and guarantees necessary and proper to consummate the transactions contemplated hereunder.

Dated: August 14, 2009


Witness

LEWIS BUILDERS, INC.

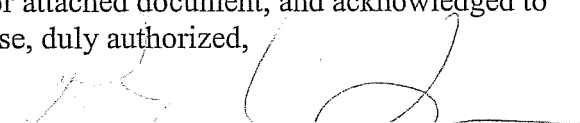
By: 
Secretary

STATE OF NEW HAMPSHIRE

Rockingham, ss.

On this 14th day of August, 2009, before me, the undersigned notary public, personally appeared CHRISTINE R. LEWIS MORSE, the Secretary of said corporation, and on its behalf, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, duly authorized,




Commissioner of Deeds/Notary Public
My commission expires:

LEWIS BUILDERS, INC.
RESOLUTION AND VOTE

The undersigned, as Directors of LEWIS BUILDERS, INC., a New Hampshire CORPORATION (hereinafter, the "Corporation"), hereby certifies that, by unanimous consent of the Directors, on August 14, 2009, the following resolutions were unanimously adopted:

"Resolved: That Christine R. Lewis Morse, as President, be and is authorized and empowered on behalf of this Company:

To accept a loan and borrow, from time to time, from TD BANK, N.A. ("Secured Party"), such sum or sums of money as said Officer may deem necessary or advisable for the purpose of this Corporation including, without limitation, to accept a Loan in the principal amount of \$1,450,000.00 with interest thereon;;

To make, execute, seal, acknowledge and deliver, in the name of this Corporation a Note, Loan Agreement, Mortgages and all other instruments, documents and agreements required by Secured Party in connection with, or to give effect to, any of the powers and authority herein granted and to amend the same, from time to time, such guaranty, to be in such form and on such terms and conditions as said Officer shall, by his execution and delivery thereof, deem satisfactory; hereby ratifying approving and confirming all that said Officer has done or may do in the premises; and that the Officer may, from time to time, delegate the authority hereinbefore granted to such additional officers or agents of this Corporation as the Officer may determine; and

That all resolutions relative to the authority of any officer or other agent to act on behalf of this Corporation in any dealing or transaction with the Secured Party shall remain in full force and effect until written notice of modification thereof shall be received by Secured Party and that the Secured Party may conclusively rely on the signatures of the Officer or agents designated in such resolutions until notified in writing by the Officer of this Corporation of any change in such officers or agents and thereafter the Secured Party may conclusively rely on the signatures of the successors in office."

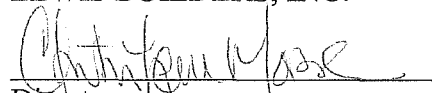
It was further voted as follows:

“Resolved: That the Officer be, and hereby is, authorized and empowered on behalf of this Corporation, to execute and deliver a guaranty pursuant to the aforesaid Loan Agreements to the extent set forth above and to execute, deliver and provide any and all necessary documents and exhibits thereto as required by said Secured Party and as any said Officer may deem necessary or advisable for the purpose of this Corporation.”

I further certify that the foregoing resolution has not been altered, amended or rescinded but remains in full force and effect.

WITNESS the hand and the seal of said Corporation this 14th day of August, 2009.

LEWIS BUILDERS, INC.

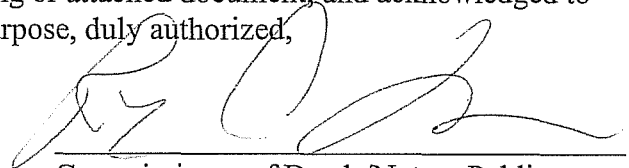

Director

STATE OF NEW HAMPSHIRE

Rockingham, ss.

On this 14th day of August, 2009, before me, the undersigned notary public, personally appeared CHRISTINE R. LEWIS MORSE, the Director of said corporation, and on its behalf, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, duly authorized,





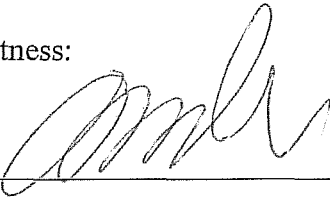
Commissioner of Deeds/Notary Public
My commission expires:
Official signature and seal

CERTIFICATE AS TO TAXES

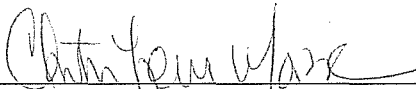
The undersigned hereby certify to TD Bank, N.A. that she is the President of Lewis Builders, Inc., a New Hampshire corporation (the "Company"), and that, as of the date hereof (i) the Company has filed all tax returns and reports required to be filed, including, without limitation, returns and estimated returns, with respect to New Hampshire taxes, and has paid in full all taxes shown due thereon and all estimated taxes when due (together with all interest, penalties, assessments and deficiencies assessed in connection therewith which are due through the date hereof); (ii) such tax returns and reports are correct in all material respects and the Company is not required to pay any other federal taxes except those shown in such tax returns and reports; (iii) no objection to any return or claim for additional taxes or other governmental charges has been asserted against the Company by the Internal Revenue Service; and (iv) the Company knows of no material unpaid assessment or claim for additional New Hampshire taxes or other governmental charges.

Witness our hands and seal of the Company this 14th day of August, 2009.

Witness:



Lewis Builders, Inc.

By: 

Christine R. Lewis Morse, President

FIRST MORTGAGE LOAN AGREEMENT

dated as of August 14, 2009

Between

THE HAMPSTEAD AREA WATER COMPANY, INC.

AND

LEWIS BUILDERS, INC.

(“Borrowers”)

and

TD BANK, N.A.

(“Lender”)

COMMERCIAL TERM REAL ESTATE MORTGAGE LOAN AGREEMENT

This **LOAN AGREEMENT** made as of August 14, 2009, by and among **THE HAMPSTEAD AREA WATER COMPANY, INC.**, a New Hampshire corporation with a usual and customary address of 54 Sawyer Ave., Atkinson, New Hampshire 03811 ("**HAWC**"); **LEWIS BUILDERS, INC.**, a New Hampshire corporation having its principal address at 54 Sawyer Ave., Atkinson, New Hampshire 03811 ("**LBI**", and with **HAWC** are referred to jointly and/or severally as the "**Borrowers**"); and **Christine R. Lewis Morse**, an individual with the same notice address as the Borrowers and as Trustee of **THE CHRISTINE (LEWIS) MORSE REVOCABLE FAMILY TRUST OF 2000** u/d/t Dated April 19, 2000 (jointly and/or severally, the "**Guarantors**") and **TD Bank, N.A.** (the "**Bank**") a banking corporation with an office at 370 Main Street, Worcester, Massachusetts 01608.

WHEREAS, the Borrowers desire to obtain a certain Commercial Term Real Estate Mortgage Loan in the amount of \$1,450,000.00 from the Bank;

WHEREAS, the Borrowers, simultaneously herewith, are executing and delivering to the Bank a Term Note bearing even date herewith in the principal amount of ONE MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100 (\$1,450,000.00) Dollars (the "Note") and, as security for the Obligations of the Borrowers thereunder and under this Agreement, certain Mortgages, Security Agreements with Financing Statements, and the Guaranties delivered by the Guarantors (collectively, the "Primary Security Documents"); and

WHEREAS, the Borrowers seek financing for repayment of loans outstanding due from it to related entities including LBI and Lewis Builders Development, Inc.; and

WHEREAS, the Bank is willing to lend to the Borrowers the sum of money to be evidenced by the Note upon the terms and covenants and subject to the conditions hereinafter set forth; and

WHEREAS, all Obligations of the Borrowers to the Bank, whether now existing or hereafter arising, including without limitation all Obligations hereunder, will be secured by the Primary Security Documents.

WHEREAS, it is the intention of the parties that all Obligations of the Borrowers to the Bank, whether now existing or hereafter arising, including without limitation all Obligations hereunder, will be secured by the Primary Security Documents of even date herewith and as defined therein.

NOW, THEREFORE, in consideration of the agreements herein and in the other Loan Documents and in reliance upon the representations and warranties set forth herein and therein, the parties hereto agree as follows:

1. DEFINITIONS AND RULES OF INTERPRETATION.

1.1. Terms Defined.

Except as otherwise expressly provided herein, all capitalized terms used in this Agreement, the exhibits hereto and any notes, certificates, reports or other documents or instruments made or delivered pursuant to, or in connection with, this Agreement shall have the meanings set forth for such terms in Schedule I attached hereto.

1.2. Rules of Interpretation.

(a) A reference to any document or agreement shall include such document or agreement as amended, modified or supplemented from time to time in accordance with its terms and the terms of this Agreement.

(b) The singular includes the plural and the plural includes the singular.

(c) A reference to any law includes any amendment or modification to such law.

(d) A reference to any Person includes its permitted successors and permitted assigns.

(e) Accounting terms not otherwise defined herein have the meanings assigned to them by generally accepted accounting principles applied on a consistent basis by the accounting entity to which they refer.

(f) The words "include", "includes" and "including" are not limiting.

(g) All terms not specifically defined herein or by generally accepted accounting principles, which terms are defined in the Uniform Commercial Code as in effect in The State of New Hampshire, have the meanings assigned to them therein.

(h) Reference to a particular "§" refers to that section of this Agreement unless otherwise indicated.

(i) The words "herein", "hereof", "hereunder" and words of like import shall refer to this Agreement as a whole and not to any particular section or subdivision of this Agreement.

2. FEES: CERTAIN GENERAL PROVISIONS.

2.1. Fees.

The Borrowers agree to pay the Bank the following fees in the amounts and on or before the Closing Date:

(a) The Borrowers agree to pay to the Bank an origination fee in the amount of \$7,250.00;

(b) The Borrowers agree to pay to the Bank such other costs and expenses as set forth in the disbursement schedule of even date.

2.2. Funds for Payments: Computations: Setoff.

All payments of principal, interest, commitment fees and any other amounts due hereunder, or under any of the other Loan Documents, shall be made to the Bank in U.S. dollars in immediately available funds at the Bank's Head Office, without setoff or counterclaim and without any withholding or deduction whatsoever. Upon an Event of Default, the Bank shall be entitled to charge any account of the Borrowers with the Bank for any sum due and payable by the Borrowers to the Bank hereunder, or under any of the other Loan Documents.. If any payment hereunder is required to be made on a day which is not a Business Day, it shall be paid on the immediately succeeding Business Day, with interest and any applicable fees adjusted accordingly. All computations of interest on unpaid Obligations and all other amounts and fees payable hereunder shall be made by the Bank on the basis of actual days elapsed.

2.3. Limitation on Interest.

All agreements between the Borrowers and the Bank, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand for payment of, or acceleration of the maturity of, any of the Obligations or otherwise, shall the interest contracted for, charged or received by the Bank exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest, commissions or fees would otherwise be payable to the Bank in excess of the maximum lawful amount, the interest payable to the Bank shall be reduced to the maximum amount permitted under applicable law; and if from any circumstance the Bank shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of unpaid Obligations and not to the payment of interest or, if such excessive interest exceeds the unpaid balance of unpaid Obligations, such excess shall be refunded to the Borrowers. All interest paid or agreed to be paid to the Bank shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the Obligations (including the period of any renewal or extension thereof) so that the interest thereon for such full period shall not exceed the maximum amount permitted by applicable law.

2.4. Interest On Overdue Amounts.

Overdue Obligations excluding, however, overdue interest on the Obligations, and all other overdue amounts payable hereunder, or under any of the other Loan Documents, shall bear interest compounded monthly and payable within ten (10) days after notice at a rate per annum equal to the rate specified in the Note until such amount shall be paid in full (after as well as before judgment).

3. SECURITY.

3.1. Security Documents.

As security for the payment of all Obligations, the Borrowers will pledge to the Bank and grant the Bank a continuing security interest and lien on the property and assets described in the Primary Security Documents.

3.2 Guaranty and Security.

The Obligations of the Borrowers shall be guaranteed by the Guarantors pursuant to the Guaranty and inducement letter delivered herewith.

4. REPRESENTATIONS AND WARRANTIES.

The Borrowers represent and warrant to the Bank as follows:

4.1. Authority.

4.1.1. Duly Organized; Good Standing.

Each Borrower is a New Hampshire corporation having its principal place of business at the address set forth in this Agreement and no other, and: (a) is an entity duly organized, validly existing and in good standing under the laws of its state of organization, (b) has all requisite power to own its property and conduct its business as now conducted and as presently contemplated, and (c) is in good standing and is duly authorized to do business in each jurisdiction where such qualification is necessary except where a failure to be so qualified would not have a Materially Adverse Effect.

4.1.2. Authorization.

The execution, delivery and performance of this Agreement, the other Loan Documents and the Project Documents to which each Borrower is, or is to become, a party and the transactions contemplated hereby and thereby (a) are within the authority of each Borrower (b) have been duly authorized by all necessary organizational proceedings, (c) do not conflict with or result in any breach or contravention of any provision of any law, statute, rule or

regulation to which each Borrower is subject or any judgment, order, writ, injunction, license or permit applicable to each Borrower, and (d) do not conflict with any provision of any Borrower's Charter Documents.

4.1.3. Enforceability.

The execution and delivery of this Agreement, the other Loan Documents and the Project Documents to which each Borrower is, or is to become, a party will result in valid and legally binding obligations of the Borrowers enforceable against each in accordance with the respective terms and provisions hereof and thereof.

4.3. Permits/Approvals.

DELETED.

4.4. Title to Properties.

Excluding only the Primary Security Documents provided by the Borrowers to the Bank in accordance with the terms and conditions of this Loan Agreement of even date, the Borrowers have good and marketable title to all its material properties, subject to no rights of others except Permitted Liens, and possesses all assets, including intellectual properties, franchises, approvals and permits adequate for the conduct of its business as now conducted, without conflict with any rights of others. The Borrowers maintain insurance with financially responsible issuers, copies of the policies for which have been previously delivered to the Bank, covering such risks and in such amounts and with such deductibles as required pursuant to the provisions of §5.7 hereof.

4.5. No Material Changes. etc.

Since the date of the Commitment Letter, there has been no change of any kind in the Borrowers which would have a Materially Adverse Effect.

4.6. Litigation.

There are no legal or other proceedings or investigations pending or threatened against the Borrowers which would, if adversely determined, alone or together, have a Materially Adverse Effect.

4.7. No Materially Adverse Contracts. etc.

Each Borrower is not subject to any charter, organization or other legal restriction, or any judgment, decree, order, rule or regulation that has or is expected in the future to have a Materially Adverse Effect. Each Borrower is not a party to any contract or agreement that has or is expected, in the judgment of any Borrower's officers, to have any Materially Adverse Effect.

4.8. Compliance With Other Instruments. Laws. etc.

Each Borrower is not in violation of any provision of its Charter Documents, or any agreement or instrument to which it may be subject or by which it or any of its properties may be bound or any decree, order, judgment, statute, license, rule or regulation, in any of the foregoing cases in a manner that could result in the imposition of substantial penalties or could have a Materially Adverse Effect.

4.9. Tax Status.

Each Borrower (a) has made or filed all federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject, (b) has paid all taxes and other governmental assessments and charges shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and by appropriate proceedings and (c) has set aside on its books provisions reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Borrowers know of no basis for any such claim.

4.10. No Event of Default.

No Default or Event of Default has occurred and is continuing.

4.11. Environmental Compliance.

The Borrowers shall comply with the terms and conditions of the ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENTS of even date, incorporated herein by reference as if fully set forth.

4.12. Fiscal Year.

Each Borrower has a fiscal year which is the twelve months ending on December 31 of each calendar year.

4.13. Disclosure.

There is no fact known to the Borrowers which materially adversely affects, or in the future may materially adversely affect, the Borrowers' abilities to perform their obligations under this Agreement, or the other Loan Documents or under any of the Project Documents to which either Borrower is a party, which has not been set forth in this Agreement, or in the other documents, certificates and statements furnished to the Bank by or on behalf of the Borrowers prior to the date hereof in connection with the transactions.

4.14. Real Property Taxes; Special Assessments.

There are no unpaid or outstanding real estate or other taxes or assessments on or against the Mortgaged Premises or any part thereof which are payable by each Borrower (except only real estate taxes not yet due and payable). Each Borrower has delivered to the Bank true and correct copies of real estate tax bills for the Mortgaged Premises for the past fiscal tax year. No abatement proceedings are pending with reference to any real estate taxes assessed against the Mortgaged Premises. There are no betterment assessments or other special assessments presently pending with respect to any part of the Mortgaged Premises, and each Borrower has received no notice of any such special assessment being contemplated.

4.15. Violations.

Each Borrower has received no notices of, and does not have any knowledge of, any violations of any applicable permits or approvals.

5. AFFIRMATIVE COVENANTS OF THE BORROWERS.

The Borrowers covenant and agree that, so long as any Obligation is unpaid or the Bank has any obligation to advance Loan Proceeds, the Borrowers will comply with its obligations as set forth throughout this Agreement, and:

5.1. Punctual Payment.

The Borrowers will duly and punctually pay or cause to be paid the principal of, and interest accrued on, any Obligation, the fees specified in §2.1, and all other amounts payable hereunder or under the other Loan Documents all in accordance with the terms of this Agreement and the other Loan Documents.

5.2. Maintenance of Office.

The Borrowers will maintain its chief executive office at 54 Sawyer Ave., Atkinson, New Hampshire 03811, or at such other place in the United States of America as the Borrowers shall designate upon written notice to the Bank, where notices, presentations and demands to or upon the Borrower in respect of the Loan Documents may be given or made. The Borrowers will not change a name unless it shall have notified the Bank thirty (30) days prior to any such change. In the case of any change of name, the Borrowers will duly execute and deliver appropriate financing statements and other documents necessary to maintain continuously perfected security interests granted under the Primary Security Documents.

5.3. Financial Statements.

Each Borrower will furnish the Bank: (a) as soon as available but in any event within ninety (90) days after the close of each calendar year, a signed copy of its Federal Income Tax Return and its Financials for such fiscal year, certified by each Borrower's President; (b) together

with the Federal Income Tax Returns and annual Financials, a certificate of the Borrower, in form and substance satisfactory to the Bank ("Compliance Certificate") setting forth computations demonstrating compliance with the financial covenants set forth herein, and certifying that no Default or Event of Default has occurred, or if it has, the actions taken by the Borrower, with respect thereto; and (c) together with the annual Financials, copies of receipted bills or other evidence that all real estate taxes with respect to the Project for such year have been paid in full. At the Bank's request, each Borrower shall furnish to the Bank a statement of operations of the Real Estate containing a statement of income and expenses of the Real Estate. Such statement shall be prepared in accordance with generally accepted accounting principles and shall fairly present the results of operations of the Real Estate. Each Borrower shall furnish annually to the Bank as soon as practicable, but in any event within ninety (90) days of the end of each year, a statement of operations of the Real Estate and a balance sheet, statement of operations and retained earnings and a statement of changes in financial position of each Borrower with respect to the Real Estate. Each Borrower shall provide to the Bank, from time to time, at the Bank's request, such financial information as the Bank may require, including, but not limited to, leases, rental agreements, rent rolls, income and expense summaries, operating statements, cash flow projections, and the like with respect to the Real Estate, all prepared in accordance with generally accepted accounting principles consistently applied; in addition to, and not in limitation of the obligation of the Borrowers to provide the Bank with such financial information, the Borrower covenants and agrees to provide the Bank upon request with rent rolls detailing the names and addresses of the tenants of the Real Estate, the units they occupy, the date and term of the lease, if any, the rents payable for each unit under lease or otherwise, the date and amount of the last payment for each unit, the amounts of any security deposits, last month's rent or any similar deposits, and how and where such deposits are held, including the names and addresses of the financial institutions, the account numbers and terms of such accounts, including rate of interest; and, after a Default or Event of Default has occurred, the Bank has the right to require the financial statements submitted by the Borrower with respect to the Real Estate to be reviewed at the Borrowers' sole cost and expense by an accountant reasonably satisfactory to the Bank in accordance with generally accepted accounting principles. The Bank shall have the right, at its option, to require an appraisal of the Real Estate ("Appraisal") at any time that an obligation under the Borrower Mortgages or this Agreement is outstanding at its own cost and expense; provided that, unless a Default or Event of Default has occurred and is continuing the Bank shall not require an appraisal more frequently than once in any 12 month period. In the event of a default, the cost and expenses of any such appraisal, which shall be prepared by an appraiser of the Bank's choice, shall be paid by the Borrowers and, to the extent paid by the Bank, shall be an Obligation secured as fully and effectually as any other Obligation of the Borrowers secured by the Borrower Mortgages. Any such appraisal shall establish a minimum loan to appraised value ratio of 70% percent and in the event that any such appraisal shall fail to establish a 70% loan to value ratio, the Borrowers shall, within 30 days of notice from the Bank, provide the Bank with cash or additional collateral in such amount to cure any deficiency in the loan to value ratio to balance said ratio (the "Balance Requirement"). In the event that the Borrower shall fail to provide such amount within 30 days of notice from the Bank, the Bank shall have the option to declare the entire indebtedness of the Borrowers under this Agreement and the other Loan Documents forthwith due and payable. The Bank and its agents, including appraisers, shall have the right to enter the Real Estate during normal business hours in

order to appraise said Real Estate and the Borrowers shall make all financial statements as described herein, updated as necessary, available to the Bank and the appraisers. Upon payment by the Borrowers of the cost and expenses of any such appraisal, the Bank shall provide the Borrowers with a copy of the appraisal.

The Borrowers shall maintain a debt service coverage ratio at all times of 1.25X, tested annually, defined as:

HAWC's (EBITDA plus/minus Non-recurring expenses/income MINUS distributions MINUS cash taxes) + LBI and its subsidiaries (EBITDA plus/minus nonrecurring expenses/income/ MINUS distributions MINUS cash taxes) DIVIDED BY [HAWC's (prior period CMLTD interest expenses + LBI (prior period CMLTD interest expense).

5.4. Records and Accounts; Inspection.

The Borrowers will keep true and accurate books of account in accordance with Generally Accepted Accounting Principles, maintain its current fiscal year and permit the Bank and its designated representatives to inspect the Borrower's premises upon reasonable notice during normal business hours, to examine and be advised as to such or other business records upon the request of the Bank, and to permit the Bank's commercial finance examiners to conduct periodic commercial finance examinations.

5.5. Maintenance of Existence. Properties. etc.

The Borrowers will (a) maintain its existence, business and assets, (b) keep its business and assets adequately insured, and (c) continue to engage in the same line of business.

5.6. Notice.

The Borrowers will notify the Bank promptly in writing of (a) the occurrence of any Default or Event of Default, (b) any noncompliance with ERISA or any Environmental Law or proceeding in respect thereof which could have a Materially Adverse Effect, (c) any change of address, (d) any threatened or pending litigation or similar proceeding affecting the Borrower which could have a Materially Adverse Effect or any material change in any such litigation or proceeding previously reported and (e) claims against any Collateral.

5.7. Insurance.

The Borrowers will obtain and maintain insurance with respect to the Project as required by this Loan Agreement. The Borrowers will maintain with respect to its other properties and businesses insurance with financially sound and reputable insurers against such casualties and contingencies as shall be in accordance with the general practices of businesses engaged in similar activities in similar geographic areas and in amounts, containing such terms, in such forms and for such periods as may be reasonable and prudent.

5.8. Taxes.

The Borrowers will duly pay and discharge, or cause to be paid and discharged, before the same shall become overdue, all taxes, assessments and other governmental charges imposed upon it and its real properties, sales and activities, or any part thereof, or upon the income or profits therefrom, as well as all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon any of its property; *provided, however*, that any such tax, assessment, charge, levy or claim need not be paid if the validity or amount thereof shall currently be contested in good faith by appropriate proceedings and if the Borrowers shall have set aside on its books adequate reserves with respect thereto; and *provided further*, that the Borrowers will pay all such taxes, assessments, charges, levies or claims forthwith upon the commencement of proceedings to foreclose any lien that may have attached as security therefor.

5.9. Compliance with Laws Contracts, Licenses, and Permits and Approvals.

The Borrowers will comply with (a) the applicable laws and regulations wherever its business is conducted, including all Environmental Laws and all Requirements, (b) the provisions of its Charter Documents, (c) all agreements and instruments by which it or any of its properties may be bound, (d) all applicable decrees, orders, and judgments, and (e) all licenses and permits required by applicable laws and regulations for the conduct of its business or the ownership, use or operation of its properties.

5.10. Primary Operating Account.

The Borrowers shall, at all times, maintain Operating Accounts with the Bank.

5.11. Financial Reporting Compliance.

The Borrowers will maintain a standard and modern system of accounting which enables the Borrowers to produce financial statements in accordance with generally accepted accounting principles and maintain records that contain information as from time to time may be requested by the Bank.

6. CERTAIN NEGATIVE COVENANTS OF THE BORROWERS.

The Borrowers covenant and agree that, so long as the Bank has any obligation to advance Loan Proceeds or any Obligation is unpaid, it will comply with the following covenants:

6.1. Restrictions on Indebtedness.

DELETE

6.2. Restrictions on Liens.

The Borrowers will not create or incur any Lien on any of the property or assets of the Borrowers except (a) Liens securing the Obligations; (b) Liens securing taxes or other governmental charges not yet due; (c) deposits or pledges made in connection with social security obligations; (d) Liens of carriers, warehousemen, mechanics and materialmen, less than 120 days old as to obligations not yet due; (e) easements, rights of way, zoning restrictions and similar minor Liens which individually and in the aggregate do not have a Materially Adverse Effect; (f) purchase money security interests in, or purchase money mortgages on, real or personal property securing purchase money Indebtedness permitted by §6.1, covering only the property so acquired; and (g) other Liens existing on the date hereof and listed on Schedule 6.2.

6.3. Compliance with Environmental Laws.

The Borrowers will not, in any manner that would violate any Environmental Law or bring the Real Estate in violation of any Environmental Law (a) use the Real Estate or any portion thereof for the handling, processing, storage or disposal of Hazardous Substances, (b) cause or permit to be located at or on any of the Real Estate any underground tank or other underground storage receptacle for Hazardous Substances, (c) generate any Hazardous Substances at the Mortgaged Premises or on any of the Real Estate, (d) conduct any activity at the Mortgaged Premises or on any Real Estate or use the Mortgaged Premises or any Real Estate in any manner so as to cause a release (i.e. releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping) or threatened release of Hazardous Substances on, upon or into the Real Estate or (e) otherwise conduct any such activity upon or at any the Real Estate.

6.4. Change of Fiscal Year.

The Borrowers will not at any time change its fiscal year without prior written notice to the Bank.

6.5. No Distributions.

If there is a Default or Event of Default and the same is continuing or would exist after giving effect thereto, no Distributions will be permitted to the Borrowers' equity holders.

7. CLOSING CONDITIONS.

The obligations of the Bank hereunder shall be subject to the satisfaction, on or before the Closing Date, of the following conditions precedent:

7.1. Loan Documents.

Each of the Loan Documents shall have been duly executed and delivered by the respective parties thereto, shall be in full force and effect and shall be in form and substance satisfactory to the Bank. The Bank shall have received a fully executed copy of each such document.

7.2. Certified Copies of Charter Documents.

The Bank shall have received from the Borrowers a copy, certified by a duly authorized officer of each entity to be true and complete on the Closing Date, of the Borrowers' Charter Documents.

7.3. Action.

All action necessary for the valid execution, delivery and performance by the Borrowers of this Agreement and the other Loan Documents to which it is or is to become a party shall have been duly and effectively taken, and evidence thereof satisfactory to the Bank shall have been provided to the Bank.

7.4. Incumbency Certificate.

The Bank shall have received from the Borrowers an incumbency certificate, dated as of the Closing Date, signed by a duly authorized officer and giving the name and bearing a specimen signature of each individual who shall be authorized: (a) to sign, in the name and on behalf of each such entity, each of the Loan Documents to which it is or is to become a party; and (b) to give notices and to take other action on its behalf under the Loan Documents.

7.5. Validity of Liens.

The Security Documents shall be effective to create in favor of the Bank a legal, valid and enforceable (except for liens in favor of the Bank and Permitted Liens entitled to priority under applicable law) security interest in and lien upon the Collateral. All filings, recordings, deliveries of instruments and other actions necessary or desirable in the opinion of the Bank to protect and preserve such security interests shall have been duly affected. The Bank shall have received evidence thereof in form and substance satisfactory to the Bank.

7.6. Deliveries.

The following items or documents shall have been delivered to the Bank by the Borrowers and shall be in form and substance satisfactory to the Bank in its sole discretion:

7.6.1. Title Insurance Policy.

The Title Insurance Policy, together with proof of payment of all fees and premiums for such policy and true and accurate copies of all documents listed as exceptions under such policy.

7.6.2. Other Insurance.

A certificate of insurance from an independent insurance broker dated as of the Closing Date, identifying insurers, types of insurance, insurance limits, and policy terms, and otherwise describing the insurance obtained in accordance with the provisions of §5.7 hereof and the Security Documents and certified copies of all policies evidencing such insurance (or certificates therefor signed by the insurer or an agent authorized to bind the insurer).

7.6.3. Taxes.

Payment of all real estate taxes and municipal charges on the Land (and any existing improvements thereon) which were due and payable prior to the Closing Date.

7.7. Lien Search.

The Bank shall have received (a) the results of UCC searches with respect to the Collateral, indicating no liens other than Permitted Liens and otherwise in form and substance satisfactory to the Bank, and (b) a certification from the Title Insurance Company (which shall be updated from time to time at the Borrower's expense upon request by the Bank) that a search of the public records disclosed no conditional sales contracts, security agreements, chattel mortgages, leases of personally, financing statements or title retention agreements which affect the Real Estate.

7.8. Notices.

All notices required by any Governmental Authority under applicable Requirements to be filed prior to commencement of construction of the Improvements shall have been filed.

7.9. Appraisal.

deleted.

7.10. Opinions of Counsel.

The Bank shall have received favorable legal opinions addressed to the Bank, dated as of the Closing Date, in form and substance satisfactory to the Bank, from:

Bank counsel with respect to legal existence and enforceability applicable to the Borrowers and the Mortgaged Premises.

7.11. Payment of Fees.

The Borrowers shall have paid to the Bank the fees pursuant to §2.1.

7.12. Representations True: No Event of Default.

Each of the representations and warranties of the Borrowers contained in this Agreement, the other Loan Documents, or in any document or instrument delivered pursuant to or in connection with this Agreement shall be true as of the date as of which they were made and shall also be true at and as of the time of each advance of Loan Proceeds, with the same effect as if made at and as of that time (except to the extent of changes resulting from transactions contemplated or permitted by this Agreement and the other Loan Documents and changes occurring in the ordinary course of business that singly or in the aggregate are not materially adverse, and to the extent that such representations and warranties relate expressly to an earlier date) and no Default or Event of Default shall have occurred and be continuing. The Bank shall have received a certificate of the Borrower signed by an authorized officer of the Borrower to such effect.

7.13. No Legal Impediment.

No change shall have occurred in any law or regulations thereunder or interpretations thereof that in the reasonable opinion of the Bank would make it illegal for the Bank to enter into the transaction contemplated by this Agreement and the other Loan Documents.

7.14. Governmental Regulation.

The Bank shall have received such statements in substance and form reasonably satisfactory to the Bank as the Bank shall require for the purpose of compliance with any applicable regulations of the Comptroller of the Currency or the Board of Governors of the Federal Reserve System.

7.15. Proceedings and Documents.

All proceedings in connection with the transactions contemplated by this Agreement, the other Loan Documents and all other documents incident thereto shall be satisfactory in substance and in form to the Bank and the Bank's Counsel, and the Bank and such counsel shall have received all information and such counterpart originals or certified or other copies of such documents as the Bank may reasonably request.

7.16. Other Consents and Approvals.

The Bank shall have received waivers or consents from any source reasonably requested by it, in form satisfactory to the Bank and its Counsel, in connection with the transactions contemplated by this Agreement and the other Loan Documents.

8. EVENTS OF DEFAULT AND REMEDIES.

This Loan Agreement shall be in default if any of the following events ("Events of Default" or, if the giving of notice or the lapse of time or both is required, then, prior to such notice or lapse of time, "Defaults") shall occur:

(a) The failure by any Borrower to pay within ten (10) days after the date of a written notice of any monetary payment obligations under the Note, or any other Loan Document under this Loan Agreement, (b) any Borrower or any Guarantor fails or refuses to comply with, perform, or observe any covenant, condition, agreement, obligation, or undertaking (other than the payment of the Note or as otherwise set forth herein) required or agreed to be complied with, performed or observed under this Loan Agreement or any of the Primary Security Documents after the expiration of a period of 30 days from the date of written notice from the Bank to any Borrower and/or Guarantors of such failure, which notice shall set forth in reasonable detail the nature and extent of such default or failure, provided however, that the Bank shall have the right, but not any obligation, in its sole discretion, to extend the time period for a Borrower or the Guarantor, as the case may be, to cure such default or failure for a reasonable amount of time in order to permit a Borrower or Guarantor to cure such default or failure and provided further that a Borrower or Guarantor has commenced curing such default or failure within such 30-day period, continue the curing thereof with due diligence, speed and continuity, and successfully cure such default or failure within 60 days after receipt of such notice; (c) The determination by the Bank that any representation or warranty heretofore, now or hereafter made by a Borrower to the Bank in any document, instrument, agreement or paper was not true or accurate in any material respect when given; (d) The occurrence of any event of default (and the expiration of any applicable grace period) under any agreement between the Bank and any Borrower, or instrument or paper given the Bank by the Borrower, whether such agreement, instrument or paper now exists or hereafter arises (notwithstanding that the Bank may not have exercised its rights upon default under any such other agreement, instrument or paper); (e) Any act by, against or relating to the Borrower, or its property or assets, which act constitutes the application for, consent to or sufferance of, the appointment of a receiver, trustee or other person, pursuant to court action, over all, or any part of, the Borrower's property; the granting of any trust mortgage, execution of an assignment for the benefit of the creditors of the Borrower or the occurrence of any other voluntary or involuntary liquidation or extension of debt agreement for the Borrower; the failure by the Borrower to generally pay the debts of the Borrower as they mature; adjudication of bankruptcy or insolvency relative to the Borrower; the entry of an order for relief, or similar order, not dismissed within ninety (90) days, with respect to the Borrower in any proceeding pursuant to Title 11 of the United States Code entitled "**Bankruptcy**" (commonly referred to as the Bankruptcy Code) or any other federal bankruptcy law; the filing of any complaint, application or petition by, or against, the Borrower initiating any matter in which the Borrower is, or may be, granted any relief from the debts of the Borrower pursuant to any other

insolvency statute or procedure (and such complaint, application or petition, if filed against the Borrower, is not dismissed within ninety (90) days); the calling or sufferance of a meeting of creditors of the Borrower; the meeting by the Borrower with a formal or informal creditors' committee; the offering by, or entering into by, the Borrower of any composition, extension or any other arrangement seeking relief or extension for the debts of the Borrower, or the initiation of any other judicial or nonjudicial proceeding or agreement by, against or including, the Borrower which seeks, or intends to accomplish, a reorganization or arrangement with creditors; (f) The imposition of any lien upon any asset of the Borrower or the entry of any judgment against the Borrower, which lien is not discharged or bonded or judgment is not satisfied or appealed from (with execution or similar process stayed) within thirty (30) days of its imposition or entry; (g) The service of any process upon the Bank seeking to attach by trustee process any funds of the Borrower on deposit with the Bank; (h) Any change in the identity of any person having ownership of the Borrower from that existing at the execution of this Note; (i) Any act by, against or relating to the Borrower or its assets pursuant to which any creditor of the Borrower seeks to reclaim or repossess or reclaims or repossesses all, or any portion, of the Borrower's assets; (j) The death, termination of existence, dissolution, winding up or liquidation of the Borrower; (k) The merger or consolidation of the Borrower with, or into, any other corporation or other entity; or (l) The termination of any guaranty by any guarantor of the Liabilities.

9. SETOFF.

Regardless of the adequacy of any Collateral for the Obligations, any deposits or other sums credited by or due from the Bank to the Borrowers may be applied to or set off against any principal, interest and any other amounts due from the Borrowers to the Bank at any time without notice to the Borrowers, or compliance with any other procedure imposed by statute or otherwise, all of which are hereby expressly waived by the Borrowers.

10. MISCELLANEOUS.

- (a) The Borrowers agree to indemnify and hold harmless the Bank and its officers, employees, affiliates, agents, and controlling persons from and against all claims, damages, liabilities and losses of every kind arising out of the Loan Documents, including without limitation, against those in respect of the application of Environmental Laws to the Borrowers and its Subsidiaries absent the gross negligence or willful misconduct of the Bank. The Borrowers shall pay to the Bank promptly on demand all costs and expenses (including any taxes and reasonable legal and other professional fees and fees of its commercial finance examiner) incurred by the Bank in connection with the preparation, negotiation, execution, amendment, administration or enforcement of any of the Loan Documents.

Notice - "All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person or by facsimile transmission with a receipt acknowledged by the recipient thereof ; (b) three (3) business days after having been deposited for overnight delivery with any reputable overnight courier service,

or (c) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth in the cover sheet to this Loan Agreement, or addressed as such party may, from time to time designated by written notice to the other parties.

- (b) This Agreement shall be binding upon and inure to the benefit of each party hereto and its successors and assigns, but the Borrower may not assign its rights or obligations hereunder.
- (c) This Agreement may not be amended or waived except by a written instrument signed by the Borrower and the Bank. Any such amendment or waiver shall be effective only for the specific purpose given. No failure or delay by the Bank to exercise any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other right, power or privilege.
- (d) The provisions of this Agreement are severable and if any one provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, such invalidity or unenforceability shall affect only such provision in such jurisdiction.
- (e) This Agreement, together with all Schedules hereto, expresses the entire understanding of the parties with respect to the transactions contemplated hereby. This Agreement and any amendment hereby may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one agreement. In proving this Agreement, it shall not be necessary to produce more than one such counterpart executed by the party to be charged.
- (f) THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW HAMPSHIRE. THE TRANSACTION WHICH IS EVIDENCED BY THIS AGREEMENT AND THE MORTGAGE WHICH SECURES THIS AGREEMENT HAS BEEN APPLIED FOR, CONSIDERED, APPROVED AND MADE IN BASED ON NEW HAMPSHIRE LAW. THE BORROWER AND THE GUARANTORS AGREE THAT ANY SUIT FOR THE ENFORCEMENT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW HAMPSHIRE OR ANY FEDERAL COURT SITTING THEREIN AND CONSENT TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE BORROWER AND THE GUARANTORS BY MAIL AT THE ADDRESS SPECIFIED HEREIN. THE BORROWER AND THE GUARANTORS HEREBY WAIVE ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT COURT. NOTHING CONTAINED HEREIN, HOWEVER, SHALL PREVENT THE BANK FROM BRINGING ANY SUIT, ACTION OR PROCEEDING OR EXERCISING ANY RIGHT AGAINST ANY SECURITY AND AGAINST THE

BORROWER OR ANY GUARANTOR, AND AGAINST ANY PROPERTY OF THE BORROWER OR ANY GUARANTOR LOCATED WITHIN ANY OTHER STATE. INITIATING SUCH SUIT, ACTION OR PROCEEDING OR TAKING SUCH ACTION IN ANY STATE SHALL IN NO EVENT CONSTITUTE A WAIVER OF THE AGREEMENT CONTAINED HEREIN THAT THE LAWS OF THE STATE OF NEW HAMPSHIRE SHALL GOVERN THE RIGHTS AND OBLIGATIONS OF THE BORROWER, THE GUARANTORS AND THE BANK HEREUNDER OR OF THE SUBMISSION HEREIN MADE BY THE BORROWER AND THE GUARANTORS TO PERSONAL JURISDICTION WITHIN THE STATE OF NEW HAMPSHIRE. THE BORROWER AND THE GUARANTORS, BY DELIVERY OF THEIR RESPECTIVE GUARANTIES, EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE OR HEREAFTER HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE BORROWER AND THE GUARANTORS HEREBY CERTIFY THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT, IN THE EVENT OF ANY SUCH SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY. THE BORROWER AND THE GUARANTORS EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE OR HEREAFTER HAVE TO CLAIM OR RECOVER ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGE OR ANY DAMAGE OTHER THAN ACTUAL DAMAGES IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE BORROWER AND THE GUARANTORS ACKNOWLEDGE THAT THE BANK HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THESE WAIVERS. THE BORROWER AND THE GUARANTORS ACKNOWLEDGE THAT THEY HAVE READ THE PROVISIONS OF THIS AGREEMENT AND IN PARTICULAR, THIS SECTION; HAVE CONSULTED LEGAL COUNSEL; UNDERSTAND THE RIGHTS THEY ARE WAIVING IN THIS SECTION IN PARTICULAR; AND MAKE THE ABOVE WAIVERS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY.

11. PARTICIPATION.

11.1. Participations.

The Bank may sell participations to one or more banks or other entities in all or a portion of the Bank's rights and obligations under this Agreement and the other Loan Documents; provided that any such sale or participation shall not affect the rights and duties of the Bank hereunder to the Borrowers and the only rights granted to the participant pursuant to such participation arrangements with respect to waivers, amendments or modifications of the Loan Documents shall be the rights to approve waivers, amendments or modifications that would

reduce the interest rate on any Obligations, or extend any regularly scheduled payment date for principal or interest.

11.2. Disclosure.

The Borrowers agree that the Bank may disclose information obtained by the Bank pursuant to this Agreement to participants and potential participants hereunder; *provided, however*, that such participants or potential participants shall agree (a) to treat in confidence such information, (b) not to disclose such information to a third party and (c) not to make use of such information for purposes of transactions unrelated to such contemplated participation.

11.3 Rights of Public Utility Commission to Approve Modifications, etc.

Notwithstanding anything herein to the contrary, the parties hereto agree that all documents pertaining to any modification, amendments, confirmatory instruments or any change to the original loan documents executed herewith shall be subject to prior written approval of the Public Utilities Commission.

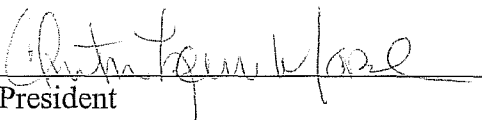
Executed as an instrument under seal as of the date first set forth hereinabove.

BORROWERS:

Witness:



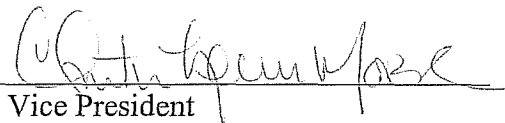
LEWIS BUILDERS, INC.

By: 
President

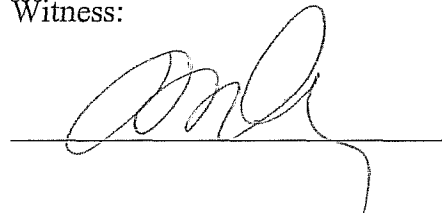
Witness:



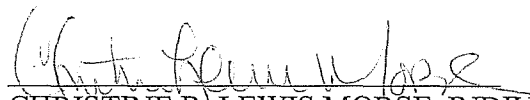
THE HAMPSTEAD WATER COMPANY, INC.

By: 
Vice President

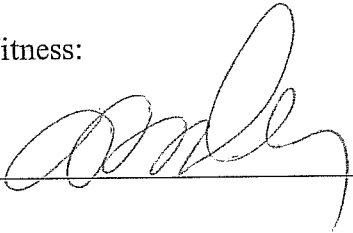
Witness:



GUARANTORS:

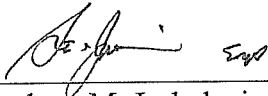

CHRISTINE R. LEWIS MORSE, INDIVIDUALLY AND
AS TRUSTEE AS AFORESAID

Witness:



LENDER/BANK:

TD BANK, N.A.

By: 

Stephen M. Jaskelevicus, S.V.P.

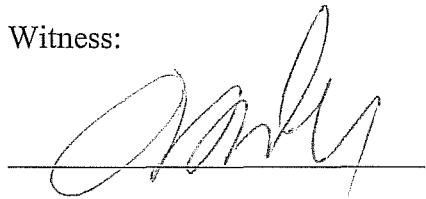
BORROWERS' CERTIFICATE

Reference is made to: that certain Commercial Loan Agreement, Mortgages, Security Agreements, and other Loan Documents (as defined in the Loan Agreement) by and between Lewis Builders, Inc. and The Hampstead Area Water Company, Inc. (the "Borrowers") and TD Bank, N.A. (the "Bank"); that certain Promissory Note in the original principal amount of \$1,450,000.00 from the Borrowers to the Bank; and all other documents executed and delivered by the Borrowers to the Bank in connection with the aforesaid Loan granted by the Bank to the Borrowers all of even date herewith (collectively referred to as the "Loan Documents"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Documents. Pursuant to the Loan Documents, each of the undersigned Borrowers hereby certifies to the Bank as follows:

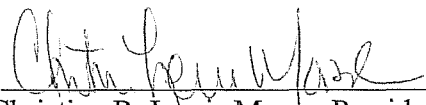
- (a) The statements, representations and warranties made by each Borrower in the Loan Documents are correct in all material respects on and as of the date hereof.
- (b) The covenants and agreements of each Borrower contained in the Loan Documents have been complied with in all material respects on and as of the date hereof.
- (c) No event which constitutes, or which, with notice or lapse of time or both, could constitute, an Event of Default under the Loan Documents, has occurred and is continuing.

EXECUTED, as an instrument under seal, as of this 14th day of August, 2009.

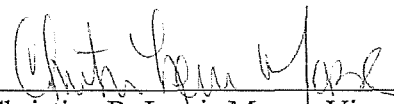
Witness:



LEWIS BUILDERS, INC.

By: 
Christine R. Lewis Morse, President

THE HAMPSTEAD AREA WATER CO., INC.

By: 
Christine R. Lewis Morse, Vice President

TD BANK, N.A.

COMMERCIAL TERM PROMISSORY NOTE

\$1,450,000.00

August 14, 2009
Atkinson, New Hampshire

FOR VALUE RECEIVED, the undersigned (hereinafter jointly and/or severally, the "**Borrower**") promises to pay to the order of **TD Bank, N.A.** (hereinafter, with any subsequent holder, the "**Bank**") at the offices of the Bank, the sum of **One Million Four Hundred Fifty Thousand and no/100 (\$1,450,000.00) Dollars** with interest on the unpaid principal balance computed from the date of each advance to the Borrower at the rate of 6.27% (the "Interest Rate"), payment to be made in installments as follows:

The term of this Note is for five (5) years and shall mature on August 14, 2014 (the "Maturity Date"). All unpaid principal and accrued and unpaid interest, if any, shall be due and payable upon the earlier to occur of: (a) the Maturity Date or (b) an Event of Default (as defined hereinbelow).

Principal shall be repaid based on a twenty (20) year amortization schedule.

Principal and interest shall be paid monthly, in arrears, and each subsequent payment due on the like day of each month thereafter. The Borrower will make these payments until it has paid in full all principal and interest and any other sum due hereunder. Notwithstanding the foregoing, the entire indebtedness evidenced by this Note, including, but not limited to, all outstanding principal and accrued and unpaid interest, if any, shall be due and payable in full on the Maturity Date or an Event of Default which remains uncured, whichever occurs first.

Any payment received by the Bank on account of this Note prior to demand or acceleration shall be applied first, to all costs, expenses or charges then owed the Bank by the Borrower, second, to accrued and unpaid interest, and third, to the unpaid principal balance hereof. Any payment so received after demand or acceleration shall be applied in such manner as the Bank may determine. Upon an Event of Default (as defined herein) the Borrower hereby authorizes the Bank to charge any deposit account which the Borrower may maintain with the Bank for any payment required hereunder.

In the event the Borrower fails to pay when due any payment within fifteen (15) days of its due date, the Borrower shall, in addition, pay a late charge equal to five (5%) percent of the payment then due. Upon the occurrence of any event of default (as defined below), whether or not the Bank has exercised any of its rights as a result thereof, interest shall accrue at a rate per annum equal to the aggregate of six (6%) percent plus the rate provided for above.

The Borrower represents to the Bank that the proceeds of this Note will not be used for personal, family or household purposes.

Initial CLM

The Bank, at its option, may declare the entire unpaid principal balance of this Note and accrued unpaid interest thereon to be immediately due and payable without demand, notice or protest (which are hereby waived) upon the occurrence of any one or more of the following events (herein, "**Events of Default**"):

The failure by the Borrower to pay within ten (10) days after written notice of any monetary payment obligations under this Note or any other Loan Document; (b) the Borrower or any Guarantor fails or refuses to comply with, perform, or observe any material covenant, condition, agreement, obligation, or undertaking (other than the payment of the Note or as otherwise set forth hereinbelow) required or agreed to be complied with, performed or observed under this Loan Agreement, the other Loan Agreements of even date, or any of the Primary Security Documents (as defined in the Loan Agreements) after the expiration of a period of 30 days following written notice from the Bank to the Borrower and/or Guarantors of such failure, which notice shall set forth in reasonable detail the nature and extent of such default or failure, provided however, that the Bank shall have the right, but not any obligation, in its sole discretion, to extend the time period for the Borrower or the Guarantor, as the case may be, to cure such default or failure for a reasonable amount of time in order to permit the Borrower or Guarantor to cure such default or failure and provided further that the Borrower or Guarantors have commenced curing such default or failure within such 30-day period, continue the curing thereof with due diligence, speed and continuity, and successfully cure such default or failure within 60 days after receipt of such notice; (c) The determination by the Bank that any representation or warranty heretofore, now or hereafter made by the Borrower to the Bank in any document, instrument, agreement or paper was not true or accurate in any material respect when given; (d) The occurrence of any event of default (and the expiration of any applicable grace period) under any agreement between the Bank and the Borrower, or instrument or paper given the Bank by the Borrower, whether such agreement, instrument or paper now exists or hereafter arises (notwithstanding that the Bank may not have exercised its rights upon default under any such other agreement, instrument or paper); (e) Any act by, against or relating to the Borrower, or its property or assets, which act constitutes the application for, consent to or sufferance of, the appointment of a receiver, trustee or other person, pursuant to court action or otherwise, over all, or any part of, the Borrower's property; the granting of any trust mortgage, execution of an assignment for the benefit of the creditors of the Borrower or the occurrence of any other voluntary or involuntary liquidation or extension of debt agreement for the Borrower; the failure by the Borrower to generally pay the debts of the Borrower as they mature; adjudication of bankruptcy or insolvency relative to the Borrower; the entry of an order for relief, or similar order, not dismissed within ninety (90) days, with respect to the Borrower in any proceeding pursuant to Title 11 of the United States Code entitled "**Bankruptcy**" (commonly referred to as the Bankruptcy Code) or any other federal bankruptcy law; the filing of any complaint, application or petition by, or against, the Borrower initiating any matter in which the Borrower

Initial CLM

is, or may be, granted any relief from the debts of the Borrower pursuant to any other insolvency statute or procedure (and such complaint, application or petition, if filed against the Borrower, is not dismissed within ninety (90) days); the calling or sufferance of a meeting of creditors of the Borrower; the meeting by the Borrower with a formal or informal creditors' committee; the offering by, or entering into by, the Borrower of any composition, extension or any other arrangement seeking relief or extension for the debts of the Borrower, or the initiation of any other judicial or nonjudicial proceeding or agreement by, against or including, the Borrower which seeks, or intends to accomplish, a reorganization or arrangement with creditors; (f) The imposition of any lien upon any asset of the Borrower or the entry of any judgment against the Borrower, which lien is not discharged or bonded or judgment is not satisfied or appealed from (with execution or similar process stayed) within thirty (30) days of its imposition or entry; (g) The service of any process upon the Bank seeking to attach by trustee process any funds of the Borrower on deposit with the Bank which is not dissolved within thirty (30) days of service upon the Bank; (h) Any change in the identity, authority or responsibilities of any person having ownership with respect to the Borrower from that existing at the execution of this Note, except as may be permitted under the Loan Agreement of even date or the Primary Security Documents thereunder; (i) Any act by, against or relating to the Borrower or its assets pursuant to which any creditor of the Borrower seeks to reclaim or repossess or reclaims or repossesses all, or a material portion, of the Borrower's assets; (j) The termination of existence, dissolution, winding up or liquidation of the Borrower; (k) The merger or consolidation of the Borrower with, or into, any other corporation or other entity, except as may be permitted under the Loan Agreements or the Primary Security Documents; (l) The termination of any guaranty by any guarantor of the Obligations (as defined in the Loan Agreement).

In addition, at the Bank's option and without demand, notice or protest, the occurrence of any such Event of Default shall constitute a default under any other document or exhibit provided with this Loan Agreement..

All deposits or other sums at any time credited by, or due to the Borrower from, the Bank, or any of its banking or lending affiliates, and any cash, security, instrument or other property of the Borrower in the possession of the Bank, or any of its banking or lending affiliates under any loan arrangement between the Bank and the Borrower, whether for safekeeping or otherwise, or in transit to or from the Bank, or any of its banking or lending affiliates, or in the possession of any third party acting on the Bank's behalf (regardless of the reason the Bank had received same or whether the Bank has conditionally released the same) shall at all times constitute security for all Obligations and, upon the occurrence of an Event of Default, may be applied or set off against such Obligations at any time, whether or not the Obligations are then due and whether or not other collateral is available to the Bank.

No delay or omission by the Bank in exercising or enforcing the Bank's powers, rights, privileges, remedies or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

Initial CM

The Borrower will pay, on demand, all attorneys' reasonable fees and expenses incurred by the Bank in the administration of all Obligations of the Borrower to the Bank. The Borrower will also pay, on demand, all attorneys' reasonable fees and expenses incurred by the Bank's attorneys and all costs incurred by the Bank, including, without limitation, costs and expenses which are directly or indirectly related to the preservation, protection, collection or enforcement of any right of the Bank against the Borrower or any such endorser or guarantor and against any collateral given the Bank to secure this Note or other Obligations of the Borrower, or such endorser and guarantor, to the Bank (whether or not suit is instituted by or against the Bank).

The Borrower, and each endorser and guarantor of this Note, respectively waives presentment, demand, notice and protest, and also waives any delay on the part of the holder hereof. Each assents to any extension or other indulgence (including, without limitation, the release or substitution of collateral) permitted the Borrower, or any endorser or guarantor, by the Bank with respect to this Note and/or any collateral given to secure this Note or any extension or other indulgence, as described above, with respect to any other liability or any collateral given to secure any other liability of the Borrower, or any endorser or guarantor, to the Bank.

This Note shall be binding upon the Borrower and each endorser and guarantor hereof and upon their respective heirs, successors, assigns and representatives and shall inure to the benefit of the Bank and its successors, endorsers and assigns.

The liabilities of the Borrower and any endorser or guarantor of this Note are joint and several; provided, however, that the release by the Bank of the Borrower, or any one or more endorser or guarantor, shall not release any other person obligated on account of this Note. Each reference in this Note to the Borrower, any endorser and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of this Note may seek contribution from any other person also obligated unless and until all liabilities, obligations and indebtedness to the Bank of the person from whom contribution is sought have been satisfied in full.

This Note is secured by any and all collateral at any time granted to the Bank to secure any liability of the Borrower to the Bank.

THE BORROWER AND THE BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE, OR HEREAFTER HAVE, TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE.

The Borrower hereby certifies that neither the Bank, nor its representatives, agents nor counsel, has represented, expressly or otherwise, that the Bank would not, in the event of any such suit, action or proceeding, seek to enforce this waiver of right to trial by jury. The Borrower acknowledges that the Bank has been induced to accept this Note and make the loan represented by this Note by, among other things, this waiver. The Borrower acknowledges that it has read the provisions of this Note, and in particular, this Paragraph; has consulted legal counsel;

Initial CLM

understands the right it is granting in this Note and is waiving in this Paragraph in particular; and makes the above waiver knowingly, voluntarily and intentionally.

This Note shall be secured by any and all documents as referenced in the Loan Agreement (the "Loan Agreement") of even date executed by the undersigned with Bank pertaining to a Commercial Term Loan Agreement of even date herewith.

This Note is delivered to the Bank in New Hampshire, shall be governed by the laws of that State and shall take effect as a sealed instrument. The Borrower, and each endorser and guarantor of this Note, submits to the jurisdiction of the Courts of The State of New Hampshire for all purposes with respect to this Note, any collateral given to secure their respective liabilities, obligations and indebtedness to the Bank and their respective relationships with the Bank.

PREPAYMENT PENALTY:

The Borrower may prepay this Note at any time, provided, however, that at the time of any full or partial prepayment, the Borrower shall pay the Lender a fee equal to the "Standard Yield Maintenance Fee" (as defined below) in an amount computed as set forth below,

The term "Standard Yield Maintenance Fee" shall mean:

The current cost of funds, specifically the *bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest* to the remaining term of the Note, shall be subtracted from *the above stated interest rate*, or default rate if applicable. If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the scheduled outstanding principal balance for each remaining monthly period of this note. Each resulting amount shall be divided by 360 and multiplied by the number of days in the monthly period. Said amounts shall be reduced to present values calculated by using the above reference current costs of funds divided by 12 and Note's remaining term in months. The resulting sum of present values shall be the yield maintenance fee due to the Lender upon prepayment of the principal of the Note plus any accrued interest due as of the prepayment date.

Unless Lender expressly agrees otherwise, partial payments will not affect the payment schedule required above.

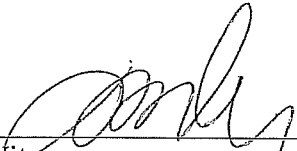
Initial CUM

The Borrower has read all of the terms and conditions of this Note and acknowledges receipt of an exact copy of it.

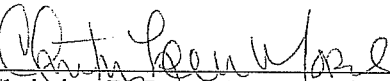
BORROWERS:

Signed in the presence of:

THE HAMPSTEAD AREA WATER COMPANY, INC.




Witness

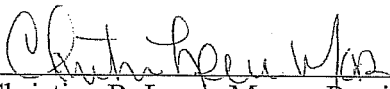
By: 

Christine R. Lewis Morse, Vice President

LEWIS BUILDERS, INC.



Witness

By: 

Christine R. Lewis Morse, President

Initial CLM

GUARANTY

TO: **TD Bank, N.A. (the "Bank")**
370 Main Street
Worcester, MA 01608

To induce the Bank to make or continue to make loans, advances, or grant other financial accommodations to **THE HAMPSTEAD AREA WATER COMPANY, INC. and LEWIS BUILDERS, INC.**, each a New Hampshire corporation with a mailing address of 54 Sawyer Ave., Atkinson, NH 03811 (hereinafter called collectively the "**Borrower**"), and in consideration thereof and for loans, advances or financial accommodations heretofore or hereafter granted by the Bank to or for the account of the Borrower including, without limitation, a certain loan in the amount of \$1,450,000.00 as set forth in a certain Loan Agreement dated August 14, 2009, incorporated herein by reference, the undersigned Guarantors guarantee the payment to the Bank of all sums which may be presently due and owing and of all sums which shall in the future become due and owing to the Bank from the Borrower (hereinafter the "**Obligations**"); and also guarantees the due performance by the Borrower of all its Obligations under all present and future contracts and agreements with the Bank.

Guarantors also agrees: to indemnify the Bank and hold it harmless against all obligations, demands and liabilities, by whomsoever asserted, and against all losses in any way suffered, incurred or paid by the Bank as a result, of or in any way arising out of, or following, transactions with the Borrower, except in the case of the gross negligence or willful misconduct of the Bank; that this Guaranty shall not be impaired by any modification, supplement, extension or amendment of any contract or agreement to which the parties thereto may hereafter agree, nor by any modification, release or other alteration of any of the Obligations hereby guaranteed or of any security therefor, nor by any agreement or arrangement whatever with the Borrower or anyone else; that the liability of Guarantors hereunder is direct and unconditional and may be enforced without requiring the Bank first to resort to any other right, remedy or security; that Guarantors shall have no right of subrogation, reimbursement or indemnity whatsoever, nor any right of recourse to security for the debts and Obligations of the Borrower to the Bank; that if the Borrower or Guarantors should at any time become insolvent or make a general assignment, or if a petition in bankruptcy or any insolvency or reorganization proceeding shall be filed or commenced by, against or in respect of the Borrower or Guarantors, any and all Obligations of Guarantors shall, at the Bank's option, forthwith become due and payable without notice; that the Bank's books and records showing the account between the Bank and the Borrower shall be admissible in any action or proceeding, shall be binding upon Guarantors for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof; that this Guaranty is a continuing guaranty which shall remain effective until expressly terminated as hereinafter provided; that this Guaranty may be terminated as to Guarantors only by receipt by the Bank of thirty (30) days' prior written notice by registered or certified mail, and thereupon this Guaranty shall terminate with respect to such Guarantors only at the expiration of said thirty (30) days period which shall then be the effective date of termination; that such termination shall

Initials CLM

be applicable only to transactions having their inception after the effective date of termination and shall not affect rights and Obligations arising out of transactions having their inception prior to such date; that the death of Guarantor shall not effect the termination of this Guaranty as to any other guarantor; that termination by any Guarantor shall not affect the continuing liability hereunder of guarantors as do not give notice of termination; that nothing shall discharge or satisfy the liability of Guarantors hereunder except the full payment and performance of all of the Borrower's debts and Obligations to the Bank with interest; that any and all present and future debts and obligations of the Borrower to Guarantors on and after an Event of Default are hereby subordinated to the Bank and postponed in favor of and subordinated to the full payment and performance of all present and future debts and Obligations of the Borrower to the Bank; and that all sums at any time to the credit of Guarantor and any of the property of Guarantor at any time in the Bank's possession may be held by the Bank as security for any and all Obligations of Guarantor to the Bank, no matter how or when arising, whether absolute or contingent, whether due or to become due and whether under this Guaranty or otherwise.

Guarantor agrees that Guarantor shall not have, and hereby expressly waives, (1) any right to subrogation or indemnification, and any other right to payment from or reimbursement by the Borrower, in connection with or as a consequence of any payment made by Guarantor hereunder until and unless the Bank has been paid in full , (2) any right to enforce any right or remedy which the Bank has or may hereafter have against the Borrower until and unless the Bank has been paid in full , and (3) any benefit of, and any right to participate in, (a) any collateral now or hereafter held by the Bank or (b) any payment to the Bank by, or collection by the Bank from, the Borrower, until and unless the Bank has been paid in full. The provisions of this paragraph are made for the express benefit of the Borrower as well as the Bank, and may be enforced independently by the Borrower or any successor in interest of the Borrower.

Guarantor shall deliver to the Bank at its office within one hundred twenty (120) calendar days after the end of each fiscal year, an annual financial statement of Guarantor in a form satisfactory to the Bank, which represents fairly Guarantor's financial position, and a copy of the tax return filed by Guarantor with the Internal Revenue Service for the most recently ended tax year within sixty (60) days of when filed. Guarantor hereby agrees to furnish the Bank with whatever additional information the Bank shall require from Guarantor in the Bank's reasonable discretion exercised in good faith.

Guarantor agrees to pay on demand all reasonable and actual fees, costs, and expenses of every kind incurred by the Bank for any purpose arising from, relating to, or in connection with the Obligations, the Borrower, or this Guaranty, including, without limitation, attorneys' fees, costs and expenses incurred by the Bank in enforcing this Guaranty, in collecting any of the Obligations from the Borrower or the Guarantor, or in realizing upon or protecting any collateral securing all or any part of the Obligations of this Guaranty.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment of all or any part of the Obligations guaranteed hereunder is rescinded or otherwise must be restored by the Bank to the Borrower or to the creditors of the Borrower or any representative of the Borrower or representative of the Borrower's creditors upon the insolvency, bankruptcy or reorganization of the Borrower, or to Guarantor or to the creditors of Guarantor or

Initials CLM

any representative of Guarantor or representative of the creditors of Guarantor upon the insolvency, bankruptcy or reorganization of any Guarantor, or otherwise, all as though such payments had not been made.

Guarantor shall have a right to written notice of default by the Borrower and the right to cure any Borrower's default as permitted under the Loan Agreement.

Except as set forth above, Guarantor waives: notice of acceptance hereof, presentment and protest of any instrument, and notice thereof; and all other notices to which Guarantor might otherwise be entitled. Guarantor also waives any and all defenses relating to or resulting from the Bank's failure to acquire or perfect any security interest and any ability of the Borrower or its creditors or any representative of them to avoid payment of the Obligations or the secured nature of the Obligations under any bankruptcy or insolvency law or any law under which the Obligations or security therefor may or could be deemed a fraudulent transfer.

GUARANTOR WAIVES ANY RIGHT TO TRIAL BY JURY GUARANTOR MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR EQUITY, IN CONNECTION WITH THIS GUARANTY. GUARANTOR AND THE BANK HEREBY KNOWINGLY AND VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS GUARANTY. GUARANTOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE BANK HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. GUARANTOR ACKNOWLEDGES THAT THE BANK HAS BEEN INDUCED TO ENTER INTO ITS LENDING RELATIONSHIP WITH THE BORROWER BY, AMONG OTHER THINGS, THE PROVISIONS OF THIS PARAGRAPH.

This Guaranty shall be binding upon the heirs, successors, representatives and assigns of Guarantor and shall apply to all Obligations of the Borrower and any successor to the Borrower, including any successor by operation of law and shall inure to the Bank's benefit and the benefit of its successors and assigns.

This Guaranty shall be governed, construed and interpreted in accordance with the laws of the State of New Hampshire. Guarantor submits to the jurisdiction of the Courts of the State of New Hampshire for all matters in connection with this Guaranty as well as for all purposes in connection with any other relationship between the Bank and Guarantor. It is the intention of Guarantor that the provisions of this Guaranty be liberally construed to the end that the Bank may be put in as good a position as if the Borrower promptly, punctually and faithfully performed all of its Obligations to the Bank and as if Guarantor had promptly, punctually and faithfully performed hereunder.

Initials CLW

The Undersigned hereby confirms that the proceeds of the Loan are for business and commercial purposes only, and not for consumer, personal, family or household purposes.

Guarantor certifies that Guarantor has read this Guaranty prior to its execution.

Executed under seal and dated August 14, 2009.

Witness

Christine R. Lewis Morse

Initials _____

GUARANTY

TO: **TD Bank, N.A. (the "Bank")**
370 Main Street
Worcester, MA 01608

To induce the Bank to make or continue to make loans, advances, or grant other financial accommodations to **THE HAMPSTEAD AREA WATER COMPANY, INC. and LEWIS BUILDERS, INC.**, each a New Hampshire corporation with a mailing address of 54 Sawyer Ave., Atkinson, NH 03811 (hereinafter called collectively the "**Borrower**"), and in consideration thereof and for loans, advances or financial accommodations heretofore or hereafter granted by the Bank to or for the account of the Borrower including, without limitation, a certain loan in the amount of \$1,450,000.00 as set forth in a certain Loan Agreement dated August 14, 2009, incorporated herein by reference, the undersigned Guarantors guarantee the payment to the Bank of all sums which may be presently due and owing and of all sums which shall in the future become due and owing to the Bank from the Borrower (hereinafter the "**Obligations**"); and also guarantees the due performance by the Borrower of all its Obligations under all present and future contracts and agreements with the Bank.

Guarantors also agrees: to indemnify the Bank and hold it harmless against all obligations, demands and liabilities, by whomsoever asserted, and against all losses in any way suffered, incurred or paid by the Bank as a result, of or in any way arising out of, or following, transactions with the Borrower, except in the case of the gross negligence or willful misconduct of the Bank; that this Guaranty shall not be impaired by any modification, supplement, extension or amendment of any contract or agreement to which the parties thereto may hereafter agree, nor by any modification, release or other alteration of any of the Obligations hereby guaranteed or of any security therefor, nor by any agreement or arrangement whatever with the Borrower or anyone else; that the liability of Guarantors hereunder is direct and unconditional and may be enforced without requiring the Bank first to resort to any other right, remedy or security; that Guarantors shall have no right of subrogation, reimbursement or indemnity whatsoever, nor any right of recourse to security for the debts and Obligations of the Borrower to the Bank; that if the Borrower or Guarantors should at any time become insolvent or make a general assignment, or if a petition in bankruptcy or any insolvency or reorganization proceeding shall be filed or commenced by, against or in respect of the Borrower or Guarantors, any and all Obligations of Guarantors shall, at the Bank's option, forthwith become due and payable without notice; that the Bank's books and records showing the account between the Bank and the Borrower shall be admissible in any action or proceeding, shall be binding upon Guarantors for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof; that this Guaranty is a continuing guaranty which shall remain effective until expressly terminated as hereinafter provided; that this Guaranty may be terminated as to Guarantors only by receipt by the Bank of thirty (30) days' prior written notice by registered or certified mail, and thereupon this Guaranty shall terminate with respect to such Guarantors only at the expiration of said thirty (30) days period which shall then be the effective date of termination; that such termination shall

Initials CMM

be applicable only to transactions having their inception after the effective date of termination and shall not affect rights and Obligations arising out of transactions having their inception prior to such date; that the death of Guarantor shall not effect the termination of this Guaranty as to any other guarantor; that termination by any Guarantor shall not affect the continuing liability hereunder of guarantors as do not give notice of termination; that nothing shall discharge or satisfy the liability of Guarantors hereunder except the full payment and performance of all of the Borrower's debts and Obligations to the Bank with interest; that any and all present and future debts and obligations of the Borrower to Guarantors on and after an Event of Default are hereby subordinated to the Bank and postponed in favor of and subordinated to the full payment and performance of all present and future debts and Obligations of the Borrower to the Bank; and that all sums at any time to the credit of Guarantor and any of the property of Guarantor at any time in the Bank's possession may be held by the Bank as security for any and all Obligations of Guarantor to the Bank, no matter how or when arising, whether absolute or contingent, whether due or to become due and whether under this Guaranty or otherwise.

Guarantor agrees that Guarantor shall not have, and hereby expressly waives, (1) any right to subrogation or indemnification, and any other right to payment from or reimbursement by the Borrower, in connection with or as a consequence of any payment made by Guarantor hereunder until and unless the Bank has been paid in full, (2) any right to enforce any right or remedy which the Bank has or may hereafter have against the Borrower until and unless the Bank has been paid in full, and (3) any benefit of, and any right to participate in, (a) any collateral now or hereafter held by the Bank or (b) any payment to the Bank by, or collection by the Bank from, the Borrower, until and unless the Bank has been paid in full. The provisions of this paragraph are made for the express benefit of the Borrower as well as the Bank, and may be enforced independently by the Borrower or any successor in interest of the Borrower.

Guarantor shall deliver to the Bank at its office within one hundred twenty (120) calendar days after the end of each fiscal year, an annual financial statement of Guarantor in a form satisfactory to the Bank, which represents fairly Guarantor's financial position, and a copy of the tax return filed by Guarantor with the Internal Revenue Service for the most recently ended tax year within sixty (60) days of when filed. Guarantor hereby agrees to furnish the Bank with whatever additional information the Bank shall require from Guarantor in the Bank's reasonable discretion exercised in good faith.

Guarantor agrees to pay on demand all reasonable and actual fees, costs, and expenses of every kind incurred by the Bank for any purpose arising from, relating to, or in connection with the Obligations, the Borrower, or this Guaranty, including, without limitation, attorneys' fees, costs and expenses incurred by the Bank in enforcing this Guaranty, in collecting any of the Obligations from the Borrower or the Guarantor, or in realizing upon or protecting any collateral securing all or any part of the Obligations of this Guaranty.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment of all or any part of the Obligations guaranteed hereunder is rescinded or otherwise must be restored by the Bank to the Borrower or to the creditors of the Borrower or any representative of the Borrower or representative of the Borrower's creditors upon the insolvency, bankruptcy or reorganization of the Borrower, or to Guarantor or to the creditors of Guarantor or

Initials CM

any representative of Guarantor or representative of the creditors of Guarantor upon the insolvency, bankruptcy or reorganization of any Guarantor, or otherwise, all as though such payments had not been made.

Guarantor shall have a right to written notice of default by the Borrower and the right to cure any Borrower's default as permitted under the Loan Agreement.

Except as set forth above, Guarantor waives: notice of acceptance hereof, presentment and protest of any instrument, and notice thereof; and all other notices to which Guarantor might otherwise be entitled. Guarantor also waives any and all defenses relating to or resulting from the Bank's failure to acquire or perfect any security interest and any ability of the Borrower or its creditors or any representative of them to avoid payment of the Obligations or the secured nature of the Obligations under any bankruptcy or insolvency law or any law under which the Obligations or security therefor may or could be deemed a fraudulent transfer.

GUARANTOR WAIVES ANY RIGHT TO TRIAL BY JURY GUARANTOR MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR EQUITY, IN CONNECTION WITH THIS GUARANTY. GUARANTOR AND THE BANK HEREBY KNOWINGLY AND VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS GUARANTY. GUARANTOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE BANK HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. GUARANTOR ACKNOWLEDGES THAT THE BANK HAS BEEN INDUCED TO ENTER INTO ITS LENDING RELATIONSHIP WITH THE BORROWER BY, AMONG OTHER THINGS, THE PROVISIONS OF THIS PARAGRAPH.

This Guaranty shall be binding upon the heirs, successors, representatives and assigns of Guarantor and shall apply to all Obligations of the Borrower and any successor to the Borrower, including any successor by operation of law and shall inure to the Bank's benefit and the benefit of its successors and assigns.

This Guaranty shall be governed, construed and interpreted in accordance with the laws of the State of New Hampshire. Guarantor submits to the jurisdiction of the Courts of the State of New Hampshire for all matters in connection with this Guaranty as well as for all purposes in connection with any other relationship between the Bank and Guarantor. It is the intention of Guarantor that the provisions of this Guaranty be liberally construed to the end that the Bank may be put in as good a position as if the Borrower promptly, punctually and faithfully performed all of its Obligations to the Bank and as if Guarantor had promptly, punctually and faithfully performed hereunder.

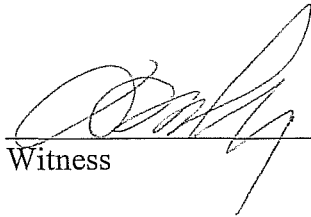
Initials CUW

The Undersigned hereby confirms that the proceeds of the Loan are for business and commercial purposes only, and not for consumer, personal, family or household purposes.

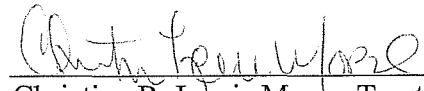
Guarantor certifies that Guarantor has read this Guaranty prior to its execution.

Executed under seal and dated August 14, 2009.

THE CHRISTINE (LEWIS) MORSE REVOCABLE
FAMILY TRUST OF 2000 u/d/t dated April 19, 2000



Witness

By: 

Christine R. Lewis Morse, Trustee

Initials _____

AMENDMENT NUMBER ONE TO AND RESTATEMENT OF
THE CHRISTINE (LEWIS) MORSE REVOCABLE FAMILY TRUST OF 2000
DATED April 19, 2000

WHEREAS, Christine (Lewis) Morse a.k.a. Christine Lewis Morse, of Atkinson, New Hampshire, as Settlor (hereinafter referred to as the "Donor"), and the said Christine (Lewis) Morse a.k.a. Christine Lewis Morse, as the Original Trustee(hereinafter referred to as the "Trustee"), entered into the Christine (Lewis) Morse Revocable Family Trust of 2000 on April 19, 2000; and

WHEREAS, under Article 10 of said Trust, the Donor reserved the right from time to time to alter or amend the Trust Agreement in any and every particular and to change the identity and number of the Trustees; and

WHEREAS, the Donor does desire to amend the Trust Agreement, to change the number and identity of the Trustees and to restate the Trust Agreement in its entirety.

NOW, THEREFORE, the Christine (Lewis) Morse Revocable Family Trust of 2000 dated April 19, 2000 is hereby amended as follows:

1. The Donor records that as of the date of the execution of this Amendment, her husband is Harold J. Morse, and her children are Jonathan T. Morse and Elizabeth A. Morse.

2. The Donor is hereby designated and appointed as the initial Trustee of each trust established hereunder.

3. Articles 1 through 10 are hereby deleted in their entirety, and the Trust is restated in its entirety by inserting the following new Articles 1 through 16:

TABLE OF CONTENTS

Article 1. Name	1
Article 2. Trust Property	2
Article 3. Disposition During Donor's Lifetime	3
Article 4. Disposition Upon Donor's Death	5
4.1 Disposition of Tangible Personal Property.....	5
4.2 Marital Deduction Trust.....	6
4.3 Amount of the Family Trust.....	8
4.4 Intention of Donor.....	8
Article 5. Provisions Relating to the Marital Deduction Trust .	10
5.1 Payment of Income.....	10
5.2 Payment of Principal.....	10
5.3 Power of Invasion.....	10
5.4 Termination of the Marital Deduction Trust.....	11
5.5 Donor's Intention.....	11
5.6 Survivorship.....	12
5.7 Disclaimer.....	12
5.8 Tax Exoneration.....	12
Article 6. Disposition of the Family Trust	14
6.1 Payment of Income During the Life of the Donor's Husband.....	14
6.2 Payment of Principal During the Life of the Donor's Husband.....	14
6.3 Exoneration of Trustee From Duty of Impartiality..	15
6.4 Special Power of Appointment.....	16
6.5 Disposition After Death of Donor's Husband.....	16
6.6 Trust for Benefit of Living Child of the Donor....	17
6.7 Trust for Benefit of Issue of a Deceased Child of the Donor.....	20
6.8 Default of Issue.....	21
Article 7. Rule Against Perpetuities	22
Article 8. Trustee's Duty to Inform and Report	23
Article 9. Provisions Relating to Trustees	24
9.1 Resignation.....	24
9.2 Appointment of Family Trustee.....	24
9.3 Appointment of Independent Trustee.....	26

9.4	Removal of Independent Trustee.....	27
9.5	Bond.....	27
9.6	Powers of Successor Trustee.....	27
9.7	Delegation.....	27
9.8	Merger of Corporate Independent Trustee.....	28
9.9	Trustee Compensation.....	28
Article 10.	Rights Reserved by Donor.....	30
10.1	Right of Revocation, Modification, Etc.....	30
10.2	Rights in Insurance Policies.....	30
10.3	Exclusion of Guardian.....	31
10.4	Delivery of Property.....	31
Article 11.	Insurance Provisions.....	32
11.1	Payment of Premiums.....	32
11.2	Collection of Insurance Proceeds.....	32
11.3	Protection of Insurance Companies.....	33
Article 12.	Spendthrift Provision.....	34
Article 13.	Payments to Minors or Persons Legally Incompetent .	35
Article 14.	Separate and Unitary Administration.....	37
14.1	Trustee's Power to Hold Additions to Trust in a Separate Trust.....	37
14.2	Combination of Trusts.....	37
14.3	Division of Trusts.....	39
14.4	General Power of Appointment.....	39
Article 15.	Powers of Trustee.....	41
15.1	Power to Invest and Reinvest.....	42
15.2	Payments From the Family Trust.....	42
15.3	Trustee's Duties With Respect to Retirement Plans.	43
15.4	Provisions Relating to Residential Real Estate....	44
15.5	Provision Relating to Business Interests.....	46
15.6	Trustee's Power to Terminate Trust.....	49
15.7	Allocation of Generation Skipping Transfer Tax Exemption.....	49
Article 16.	Miscellaneous.....	51
16.1	Definitions.....	51
16.2	Unborn Child.....	51
16.3	Minor.....	51
16.4	Distribution by Right of Representation.....	51
16.5	Governing Law.....	52

16.6	Duplicates.....	53
16.7	Gender and Number.....	53

Article 1. Name

This Trust may be known as the "Christine (Lewis) Morse
Revocable Family Trust of 2000".

Article 2. Trust Property

Upon the original execution of this Trust, the Donor delivered to the Trustee certain property to be held in trust hereunder. The Donor has caused or may cause the Trustee to be named as beneficiary of one or more policies of life insurance on her life, and the Trustee accepts such designation in trust for the purposes and upon the conditions hereinafter set forth. In addition, the Donor, or any other person, may transfer and deliver to the Trustee other property acceptable to the Trustee, by gift or by will, or otherwise, and the Trustee agrees to accept such property in trust and hold, manage, invest and dispose of such property in accordance with the terms of this Trust Agreement. All property held hereunder at any time and from time to time, whether in the form of cash, securities, real estate or otherwise, is sometimes hereinafter referred to collectively as the "Trust Estate".

Article 3. Disposition During Donor's Lifetime

During the life of the Donor, the Trustee shall pay any part or all of the net income or principal, or both, of the Trust to the Donor as the Donor may direct the Trustee, from time to time. If the Donor is not serving as the sole Trustee, then the Donor should make such direction by an instrument in writing signed by the Donor and delivered to the Trustee during the lifetime of the Donor. Furthermore, the Trustee in its uncontrolled discretion may, at any time or times, and for any reason, pay any part or all of the net income or principal, or both, of the Trust to the Donor even though the Donor does not request such payment.

If because of prolonged illness or for any other reason the Donor is incapable of managing her own affairs, or if the Donor is adjudicated to be incompetent, then, during all such periods, the successor Trustee may use, apply or expend for the primary benefit of the Donor and the Donor's husband, and for the secondary benefit of the Donor's living children, or for the direct or indirect benefit of one or more of said persons, whatever part or parts or all of the net income or principal, or both, of the Trust Estate as the successor Trustee shall think best; provided, however, that if any beneficiary is serving as the successor Trustee hereunder, then distributions to such beneficiary shall be made only for such beneficiary's support, maintenance and education; and provided further, however, that payments of income or principal made by the successor Trustee to

one or more of the Donor's children shall not relieve the Donor's husband of any part of his legal obligation to provide support for his children. In making any determination concerning the incapacity of the Donor, the successor Trustee shall be entitled to rely upon the opinion of any duly licensed physician who is or has been attending the Donor.

Article 4. Disposition Upon Donor's Death

Upon the death of the Donor, the Trust Estate, including any additions which may be made thereto under the provisions of the Donor's Will, through the payment of life insurance proceeds, IRA proceeds, or otherwise, shall be disposed of by the Trustee as follows:

4.1 Disposition of Tangible Personal Property

If the Donor's husband survives the Donor by thirty (30) days, then the Trustee shall distribute all of the tangible personal property held in trust by it hereunder, including furniture, clothing, jewelry, silver, books, fixtures, china, automobiles and their equipment, and articles of personal or household use or ornament (and all policies of insurance on such tangible personal property), but not including money, securities or the like, to the Donor's husband. If the Donor's husband does not so survive the Donor, then the Trustee shall distribute all of the tangible personal property held in trust by it hereunder to the then living children of the Donor in accordance with any written agreement entered into by them and delivered to the Trustee within ninety (90) days following the date of the Donor's death. The guardian or other person acting in loco parentis for the Donor's children is authorized to act on their behalf with respect to any such agreement. The Donor may leave a memorandum indicating her desires as to the disposition of her tangible personal property. It is the Donor's hope and expectation, but not her legally binding direction, that her

children abide by her wishes as expressed in any such memorandum when selecting tangible personal property.

Property distributable to a minor under this Article 4.1 may be distributed by the Trustee to such minor personally, or to such minor's legal guardian, or to some other person selected by the Trustee to receive such property for such minor; and the receipt of such minor, or such minor's legal guardian, or such other person, shall be a complete discharge of the Trustee in regard to such distribution.

The person to whom property is distributed under this Article 4.1 for the benefit of a minor shall decide from time to time whether such property shall be retained for eventual distribution to the minor, or whether some, or all, of such property shall be sold and the proceeds of the sale held for the minor. Such person's decision in this regard shall be conclusive on all concerned.

Any tangible personal property which is not selected by or on behalf of the Donor's children, in accordance with the terms of this Article 4.1, shall be sold by the Trustee at public or private sale, and upon such terms and conditions as the Trustee may determine, in its sole and absolute discretion, the net proceeds of such sale to be added to the Trust Estate and to be disposed of as hereinafter provided.

4.2 Marital Deduction Trust

If the Donor's husband survives her, then the Trustee shall place in a separate trust to be known as the "Marital Deduction

Trust" such an amount of property, if any, as, when added to the value of all of the property that passes or has passed to the Donor's husband, either under provisions of this Trust, the Donor's Will, or outside of the Donor's Will and Trust, and that qualifies for the marital deduction allowable for federal estate tax purposes, shall be the minimum amount necessary to give the Donor's estate a marital deduction that, after taking into account other deductions, exclusions and allowable credits, will cause the federal estate tax affected by the amount of property to be placed in the Marital Deduction Trust to be eliminated or reduced to the lowest possible amount; provided, however, that the state death tax credit shall be taken into account only to the extent that it does not result in any increase in the amount of death taxes payable to any state.

In determining the above-described amount, values as finally determined for federal estate tax purposes shall control. Trust property distributed in kind to make up the above-described amount shall be valued at values current at the date or dates of distribution.

The Trust Estate available to place in the Marital Deduction Trust to make up the above-described pecuniary amount shall consist of the property held in trust by the Trustee at the time of the Donor's death, including any undistributed income, any additions to the property held in trust hereunder made as a result of the death of the Donor by the Donor's Will or from any other source. The Trustee shall not use, to make up

the above-described amount, any trust property or the proceeds of any trust property which does not qualify for the federal estate tax marital deduction (such as disqualified terminable interests or trust property not includable in the Donor's gross estate), or which is subject to foreign death taxes. The above-described amount shall be entitled to interest at the average rate of return of the trust property from the date of the Donor's death to the date it is placed in the Marital Deduction Trust.

4.3 Amount of the Family Trust

The Trustee shall place in a separate trust to be known as the "Family Trust" the balance of the Trust Estate, including all additions made thereto as a result of the death of the Donor by the Donor's Will or from any other source which is not required to be placed in the Marital Deduction Trust described in Article 4.2, said Family Trust to be held and administered in accordance with the provisions of Article 6 of this Trust Agreement. If the Donor's husband does not survive the Donor, then all of the Trust Estate shall be placed in the separate trust established under this Article 4.3.

4.4 Intention of Donor

It is the Donor's intention to place in the Family Trust the maximum amount which, when combined with the property placed in the Marital Deduction Trust, and all other property qualifying for the marital deduction which passes to the surviving spouse of the Donor, whether under her Will, through

joint tenancies, through the payment of life insurance proceeds or otherwise, will result in no federal estate tax payable by reason of the Donor's death.

Article 5. Provisions Relating to the Marital Deduction Trust

5.1 Payment of Income

The Trustee shall pay the net income from the time of the Donor's death to the Donor's husband for his life in monthly or other convenient installments, to the end that all of the net income shall be paid to him annually.

5.2 Payment of Principal

The Trustee, in its sole and absolute discretion, may pay to or apply for the sole benefit of the Donor's husband, at any time and from time to time, such amount or amounts of principal of this trust as the Trustee deems needful for his support and maintenance, having in mind both the standing of living to which he has been accustomed and his income from other sources, and adjusting the payment or application of principal accordingly, to the end that consumption of principal shall supplement, not substitute for, income from other sources; provided, however, that if said Marital Deduction Trust holds closely-held business interests, the Salem Road properties (the 3-11 Salem Road Real Estate), the equipment used to maintain the real estate, the tangible personal property used in conjunction with the said properties, and/or promissory notes, then said business interests, Salem Road properties, equipment, tangible personal property, and promissory notes shall not be distributed or subject to withdrawal to the Donor's said husband, unless the Trustee is absolutely required to do so in order to permit the

Trust to qualify for the marital deduction allowed by the Federal Estate Tax law applicable to the Donor's estate.

5.3 Power of Invasion

The Donor's husband may at any time during his lifetime, and from time to time, withdraw all or any part of the principal of the Marital Deduction Trust, free of trust, by delivering an instrument in writing, duly signed by the Donor's husband, to the Trustee, describing the property, amount or portion thereof desired to be withdrawn; provided, however, that the Donor's husband shall not be permitted to withdraw any closely-held business interests held by the Trust, the Salem Road properties (the 3-11 Salem Road Real Estate), the equipment used to maintain the real estate, the tangible personal property used in conjunction with the said properties, and/or promissory notes. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to the Donor's husband, or to such other person as the Donor's husband may direct in such instrument, free of trust, the property described in such instrument.

5.4 Termination of the Marital Deduction Trust

Upon the death of the Donor's husband, the Trustee shall dispose of the then remaining principal of the Marital Deduction Trust by adding such principal to the Family Trust described in Article 4.3 hereof to be administered and disposed of in accordance with the provisions of Article 6 hereof.

5.5 Donor's Intention

The Donor intends that the value for federal estate tax purposes of the property of this trust shall be available for the marital deduction allowed by the federal estate tax law applicable to her estate, and all questions applicable to this trust shall be resolved accordingly. To this end, the powers and discretions of the Trustee with respect to the property in this trust shall not be exercised, or exercisable, during the period that the Donor's husband survives the Donor, except in a manner consistent with the Donor's intentions as expressed in the preceding sentence.

5.6 Survivorship

For the purposes of Article 4.2 relating to the establishment of the Marital Deduction Trust and for the purposes of this Article 5, in determining whether the Donor's husband survives the Donor, if the order of their deaths cannot be established by proof, or if in fact the Donor's husband survives the Donor for any length of time, then the Donor's husband shall be deemed to have survived the Donor.

5.7 Disclaimer

If the Donor's husband disclaims, in whole or in part, his interest in and power over any property placed in this Marital Deduction Trust, then the Trustee shall add the property, or that portion thereof to which such disclaimer of interest and power pertains, to the trust property placed in the Family Trust established under Article 4.3 hereof, such property so added to

be disposed of as though it were a part of the Family Trust described in Article 4.3 from the date of the Donor's death. A disclaimer must comply with the requirements of Section 2046 and Section 2518 of the Internal Revenue Code of 1986, as amended (or other statute of similar import). Insofar as is permissible, the legal representative of the Donor's husband may make such disclaimer.

5.8 Tax Exoneration

None of the property in this Marital Deduction Trust shall be used for the payment of estate, inheritance, transfer, succession, legacy or other taxes which may become payable upon, or by reason of, the Donor's death, except to the extent, if any, that all other property in her estate, or in any other trust created by the Donor, which may be used for the payment of such taxes, shall not be sufficient for the payment of such taxes.

Article 6. Disposition of the Family Trust

6.1 Payment of Income During the Life of the Donor's Husband

During the life of the Donor's husband, the Trustee may pay to, or apply for the benefit of, any one or more of the group consisting of the Donor's husband and the Donor's children who are living from time to time, such amount or amounts of the net income, or all of the net income, as the Trustee in its sole and absolute discretion may determine is needful for the support, maintenance and education of the Donor's husband and any one or more of the Donor's children; provided, however, that payments of income made by the Trustee to one or more of the Donor's children shall not relieve the Donor's husband of any part of his legal obligation to provide support for his children. In making any such distributions of income, however, the Trustee shall be guided by the principle that the support and maintenance of the Donor's husband in accordance with the standard of living to which he has been accustomed shall be given first priority by the Trustee.

6.2 Payment of Principal During the Life of the Donor's Husband

The Trustee may pay to, or apply for the benefit of, any one or more of the group consisting of the Donor's husband and the Donor's children who are living from time to time, such amount or amounts of the principal, or all of the principal, as the Trustee in its sole and absolute discretion may determine is needful for the support, maintenance and education of the

Donor's husband and any one or more of the Donor's children; provided, however, that the Trustee shall not distribute any closely held business interests held by said Trust to the Donor's husband; provided, further, however, that payments of principal made by the Trustee to one or more of the Donor's children shall not relieve the Donor's husband of any part of his legal obligation to provide support for his children. In making any such distributions of principal, the Trustee shall be guided by the principle that the support and maintenance of the Donor's husband, in accordance with the standard of living to which he has been accustomed, shall be given first priority by the Trustee; provided, however, that no distributions of principal from this Family Trust shall be made to or for the benefit of the Donor's husband so long as the Marital Deduction Trust established under Article 4.2 hereof shall have assets available for him.

6.3 Exoneration of Trustee From Duty of Impartiality

In making distributions of income or principal from this trust, the Trustee is exonerated from any duty generally imposed upon a fiduciary with respect to impartiality, provided that the Trustee adheres to the Donor's expressed intentions that priority of income and principal distributions be given to the Donor's husband in accordance with the provisions of Articles 6.1 and 6.2 hereof. Any payments of income or principal among the Donor's husband and children need not be made pro rata, shall not be deemed advancements, and shall not be taken into

account in determining the distribution of shares of principal in making terminating distributions from this trust.

6.4 Special Power of Appointment

The Donor's husband shall have a right to appoint by his Will any part, or all, of the property in the Family Trust to and among the Donor's issue. Such special power of appointment may be exercised by specific reference to this Trust in favor of one or more persons within the class of issue in such amounts and proportions and for such estates and interests, and outright, or upon such terms, trusts, conditions and limitations as the Donor's husband shall determine.

6.5 Disposition After Death of Donor's Husband

Upon the death of the Donor's husband, or upon the Donor's death if the Donor's husband does not survive her, the Trustee shall appraise the property then held in trust by it hereunder, including any property which is added to the Family Trust from the Marital Deduction Trust, under the provisions of the Will of the Donor or the Donor's husband or otherwise. To the extent that the Special Power of Appointment granted in Article 6.4 hereof is not exercised, the Trustee shall then apportion the trust property and all property thereafter received by the Trustee as additions to principal into as many equal shares as there are then living children of the Donor and deceased children of the Donor with issue then living, each such share to be held and administered as a separate trust. Each trust for the benefit of a then living child of the Donor shall be held

and administered in accordance with the provisions of Article 6.6 hereof. Each trust for the benefit of issue of a deceased child of the Donor shall be held and administered in accordance with the provisions of Article 6.7 hereof.

6.6 Trust for Benefit of Living Child of the Donor

Each trust established for a living child of the Donor in accordance with the provisions of Article 6.5 immediately preceding shall be held and administered as follows:

(a) If upon the death of the Donor's husband, or upon the Donor's death if the Donor's husband does not survive her, a child of the Donor for whom a trust has been established hereunder has attained the age of thirty (30) years, then such child shall have the right to withdraw from the trust established for such child's benefit an amount not greater than twenty-five percent (25%) of the trust property held for the benefit of such child, outright and free and clear of all trusts. If, at such time, such child shall have attained the age of thirty-five (35) years, then such child shall have the right to withdraw from the trust established for such child's benefit any part or all of the trust property held for the benefit of such child, outright and free and clear of all trusts. Any exercise of a withdrawal right set forth in this subparagraph (a) shall be by an instrument in writing, signed by such child (or by such child's guardian, conservator or agent acting under a Durable General Power of Attorney) and delivered to the Trustee. Such child may request that the withdrawal right be satisfied by a distribution in the form of a lump sum, installments or any other method of distribution. A withdrawal right granted under this subparagraph (a) shall remain in effect from and after the date upon which such withdrawal right first becomes exercisable. Upon the distribution of all of the trust property held for the benefit of such child hereunder, the trust for such child shall terminate.

(b) The Trustee may, in its sole and absolute discretion, pay so much of the income or principal, or both, of the trust, at any time and from time to time, as the Trustee shall deem needful for the support, maintenance, education, comfort and general welfare of the family group consisting of the child of the Donor for whom such trust has been established and the issue of such child living from time to time. Priority of distribution, however, shall be given by

the Trustee to the child of the Donor for whom such trust has been established.

(c) In addition to the other powers and discretions granted to the Trustee hereunder with respect to any trust established under this Article 6.6, the Trustee is authorized to make payments to any guardian appointed for the minor children of the Donor to compensate such guardian for expenses incurred by it in connection with the care and maintenance of the Donor's children. The Trustee is further authorized to make distributions from any such trust to the guardian of the minor children of the Donor to enable the guardian to purchase a replacement residence or to make modifications or additions to the guardian's residence in a manner that is fair and equitable both to the guardian and to the Donor's minor children. The Trustee is also authorized to pay such reasonable compensation to the guardian of the persons of the minor children of the Donor as the Trustee shall deem appropriate, taking into account the personal time and effort expended by the guardian and expenses which the guardian may incur in connection with carrying out such guardian's duties.

(d) The Trustee is also authorized, in its sole and absolute discretion, to pay so much of the income or principal, or both, of the trust, at any time and from time to time, to or for the benefit of the child of the Donor for whom such trust has been established, as the Trustee shall deem advisable for the following purposes:

- (i) To permit any such child to engage in a profession or business venture approved by the Trustee.
- (ii) To permit any such child to purchase a house for such child's personal residence.
- (iii) To make loans to any such child for the purposes specified in (i) or (ii) immediately preceding, on such terms as decided by the Trustee.

(e) When the child of the Donor for whom such trust has been established attains the age of thirty (30) years, such child shall have the right to withdraw from the trust established for such child's benefit an amount not greater than twenty-five percent (25%) of the remaining trust property held for the benefit of such child, outright and free and clear of all trusts. When such child attains the age of thirty-five (35) years, such child shall have the right to withdraw from the trust established for such child's benefit any part or all of the remaining trust property held for the benefit of such child, outright and free and clear of all trusts. Any exercise of a withdrawal

right set forth in this subparagraph (e) shall be by an instrument in writing, signed by such child (or by such child's guardian, conservator or agent acting under a Durable General Power of Attorney) and delivered to the Trustee. Such child may request that the withdrawal right be satisfied by a distribution in the form of a lump sum, installments or any other method of distribution. A withdrawal right granted under this subparagraph (e) shall remain in effect from and after the date upon which such withdrawal right first becomes exercisable. Upon the distribution of all of the trust property held for the benefit of such child hereunder, the trust for such child shall terminate.

(f) Notwithstanding anything herein to the contrary, however, with respect to any Individual Retirement Account, Individual Retirement Account Trust or other qualified retirement plan of which this trust has been designated as a beneficiary, the Trustee shall, in all events, distribute annually among the beneficiaries of this trust, an aggregate amount at least equal to the minimum annual mandatory distribution required under Section 401(a)(9) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder for each calendar year of the trust. Distribution of the mandatory amount may be made among such beneficiaries as the Trustee, in its sole and absolute discretion, may determine, and need not be made on a pro rata basis.

(g) In the event that any child of the Donor for whom a trust has been established hereunder shall die prior to the termination of the trust established for such child's benefit, the then remaining principal and income of such trust shall be handled and disposed of in the same manner as a trust for the benefit of the issue of a deceased child of the Donor as set forth in Article 6.7 hereof. In the event that a child of the Donor for whom a trust has been established hereunder shall die prior to the termination of such trust and shall leave no issue living at the time of such child's death, then the principal and accumulated income of such trust shall be distributed to the then living issue of the Donor by right of representation; provided, however, that if the share for the benefit of a child of the Donor or the issue of a deceased child of the Donor is then being held in trust in accordance with the provisions of this Trust Agreement, then the share of trust property being distributed hereunder shall be added to that trust to be held and administered in accordance with the terms hereof.

(h) Notwithstanding anything in this Article 6 to the contrary, each child of the Donor for whom a trust share is established under the provisions of this Article 6.6 shall

have a special power to appoint by such child's Will, executed before or after the death of the Donor and specifically referring to the special power herein granted, any part, or all, of the principal and income of the trust to and among such child's issue. Such special power of appointment may be exercised in favor of one or more persons within the class herein named in such amounts and proportions and for such estates and interests, and outright or upon such terms, trusts, conditions and limitations as the holder of the power shall determine.

6.7 Trust for Benefit of Issue of a Deceased Child of the Donor

Each trust established for the then living issue of a deceased child of the Donor in accordance with the provisions of Article 6.5 or 6.6 hereof shall be held and administered as follows:

(a) The Trustee may, in its sole and absolute discretion, pay so much of the income or principal, or both, of the trust, at any time and from time to time, as the Trustee shall deem needful for the support, maintenance, education, comfort and general welfare of any one or more of the family group consisting of the issue of a deceased child of the Donor living from time to time. The Trustee may make such payment, use, application, expenditure and/or accumulation of the income or principal, or both, of the trust as it shall think proper for the direct or indirect benefit of the members of said family group without being required to observe any precept or rule of equality of enjoyment as among said members.

(b) The trust for the benefit of issue of a deceased child of the Donor shall terminate when there is no living child of a deceased child of the Donor under the age of thirty-five (35) years. Upon such termination, the trust property shall be distributed to the then living issue of the deceased child of the Donor for whom the trust has been established, such distribution to be made by right of representation.

(c) Any payments of income or principal need not be made pro rata, shall not be deemed advancements, and shall not be taken into account in determining the distribution of shares of principal in making terminating distributions from this trust.

(d) If, at any time before final distribution of the trust for the benefit of the issue of a deceased child of the

Donor, there shall be no such issue living and entitled to receive the benefits of such trust, then the trust shall terminate, and the trust property shall be distributed to the then living issue of the Donor by right of representation; provided, however, that if the share for the benefit of a child of the Donor or issue of a deceased child of the Donor is then being held in trust in accordance with the provisions of this Trust Agreement, then the share of trust property being distributed hereunder shall be added to that trust to be held and administered in accordance with the terms hereof.

6.8 Default of Issue

In the event that, after the deaths of both the Donor and the Donor's husband, there shall, at any time, be living no child or other issue of the Donor prior to the termination of the trusts established hereunder, then, upon default of issue, each trust shall terminate, and the Trust Estate shall be distributed to the Donor's brother, Daniel P. Lewis, if he is then living. If he is not then living, then the Trust Estate shall be divided into equal shares for the benefit of the then living issue of Daniel P. Lewis, by right of representation. Each such share shall be held and administered as a separate trust in accordance with the provisions of Article 6.6 or 6.7, as the case may be, as if the children or issue of Daniel P. Lewis were children or issue of the Donor. For purposes of Article 6.6(g) and 6.7(d), the phrase, "living issue of the Donor" would be replaced with the phrase, "living issue of Daniel P. Lewis".

Article 7. Rule Against Perpetuities

Each trust established hereunder shall be exempt from the rule against perpetuities. The Trustee shall have the authority to sell, mortgage or lease property for any period of time, even if such period extends beyond the time that would be required for an interest created hereunder to vest in order to be valid under the rule against perpetuities.

Article 8. Trustee's Duty to Inform and Report

Except as expressly required under New Hampshire Revised Statutes Annotated Chapter 564-B (the Uniform Trust Code), and except as further provided in this Trust Agreement, the Trustee shall have no duty to notify, inform and/or report to any beneficiary of any trust established hereunder, other than to the Donor, with regard to the administration of this Trust, including, but not limited to, any duty to provide a copy of the trust instrument or any reports regarding the trust property.

In the event that any beneficiary makes a written request to the Trustee for any information regarding the administration of this Trust, then unless the Trustee is required to provide such information under the Uniform Trust Code, the Trustee shall determine, in its sole and absolute discretion, whether to provide any such information or documentation that is necessary and appropriate to address the specific interest of the beneficiary making the request.

Article 9. Provisions Relating to Trustees

9.1 Resignation

A Trustee may resign at any time by an instrument in writing delivered to the remaining Trustee or Trustees, and if there is no remaining Trustee, then by an instrument in writing delivered to the persons who are authorized to appoint a successor Trustee.

9.2 Appointment of Family Trustee

After the resignation of the Donor as Trustee, or upon her death or incapacity, the Donor's husband, Harold J. Morse, and the Donor's accountant, Edward J. Callahan of Feeley & Driscoll, P.C., are hereby designated and appointed as the Family Trustees of each trust established hereunder. The Family Trustees shall not be responsible for any acts or failures to act until they receive notice of the occurrence of the Donor's resignation as Trustee, death or incapacity and accept their appointments in writing. Notwithstanding the foregoing, it is the Donor's intent that her said husband would be responsible for the closely held business interests held by the Trust if he is serving as a Trustee and that any co-Trustee serving hereunder would, therefore, delegate any and all of the Trustee responsibilities relating to said interests to her said husband. Said co-Trustee shall be held harmless for any action taken by the Donor's said husband relating to said interests.

If the Donor's said husband or accountant is or becomes unable or unwilling to serve as a Family Trustee hereunder, then

the other shall serve alone. If both the Donor's husband and accountant are or become unable or unwilling to serve as a Family Trustee hereunder, then the Donor's brother, Daniel P. Lewis, presently of Atkinson, New Hampshire, is designated and appointed as the successor Family Trustee. If the Donor's brother is or becomes unable or unwilling to serve as the Family Trustee hereunder, then the Donor's brother's wife, Karen E. Lewis, presently of Atkinson, New Hampshire, is designated and appointed as the successor Family Trustee.

If a vacancy in the office of successor Family Trustee exists which is not filled as herein set forth, then a further successor Family Trustee shall be appointed by the oldest living beneficiary of each trust established hereunder (or by such beneficiary's guardian, conservator or agent acting under a Durable General Power of Attorney). Appointment of a further successor Family Trustee shall be by an instrument in writing signed by the person who has the power to appoint such a Trustee.

If any beneficiary of any trust established hereunder shall be serving as the Family Trustee, then such person, other than the Donor's husband, shall not participate in any way in the determination of whether any discretionary payments of income or principal shall be made insofar as such participation causes, directly or indirectly, benefit to the Family Trustee. It is the intention of the Donor that a Family Trustee who is a beneficiary, other than the Donor's husband, not exercise any

power which might cause trust income or principal to be attributable to a trust beneficiary for federal income, gift or estate tax purposes prior to the distribution of the trust income or principal to that beneficiary.

9.3 Appointment of Independent Trustee

Each Family Trustee may, but shall not be required to, designate and appoint an Independent Trustee of each trust established hereunder (the Trustee or Trustees named or to be named hereunder, together or alone, whether Family Trustee or Independent Trustee, are sometimes referred to herein as the "successor Trustee"). An Independent Trustee may be a professional individual, such as an attorney, accountant or financial advisor, or may be a trust company, bank or other institution with trust powers, or may be another individual who is not related by blood or marriage to either of the Donors or any of the Donors' issue and who has no beneficial interest in any trust established hereunder.

Appointment of an Independent Trustee shall be by an instrument in writing signed by the person who has the power to appoint such a Trustee. An Independent Trustee shall not be responsible for any acts or failures to act until it receives written notice of its appointment as Independent Trustee and has accepted said appointment in writing. An Independent Trustee is eligible to serve hereunder only so long as it passes whatever tests are established for a trustee qualifying as a non-subordinate party and trustee, in accordance with the provisions

of Section 672 of the Internal Revenue Code of 1986, as amended (or other statute of similar import).

9.4 Removal of Independent Trustee

Any Independent Trustee may be removed from office by a notice in writing delivered to the Independent Trustee by the then serving Family Trustee of any trust established hereunder; The person so removing the Independent Trustee may appoint a successor Independent Trustee in accordance with the provisions of Article 9.3 hereof. An Independent Trustee is eligible to serve hereunder only so long as it passes whatever tests are established for a trustee qualifying as a non-subordinate party and trustee, in accordance with the provisions of Section 672 of the Internal Revenue Code of 1986, as amended (or other statute of similar import).

9.5 Bond

No bond shall be required of the original Trustee hereunder or of any successor Trustee.

9.6 Powers of Successor Trustee

All powers and discretions vested in the Trustee shall be vested in and exercisable by any successor Trustee; provided, however, that the powers and discretions (if any) vested herein in the Independent Trustee shall be vested in, and exercisable by, only a successor Independent Trustee.

9.7 Delegation

No Trustee shall be responsible for the acts or omissions of another of the Trustees or for allowing another of the

Trustees to have custody or control of the funds, securities, or property. Each Trustee shall be responsible only for his, her or its acts or omissions in bad faith. Furthermore, a successor Trustee shall not be liable for any action taken by the Trustees prior to the time such successor became a Trustee. A Trustee may, by an instrument in writing, delegate all or any powers and discretions to a co-Trustee or to co-Trustees; provided always, however, that the powers and discretions (if any) vested exclusively in the Independent Trustee shall not be delegated, and that a delegation shall not be made to a Family Trustee who is excluded from participating in the matter which is the subject of the delegation.

9.8 Merger of Corporate Independent Trustee

If any corporate Independent Trustee at any time acting as Trustee shall be merged into or consolidated with or shall sell or transfer all or substantially all of its assets and business to any other corporation, or shall be in any manner reorganized or reincorporated, then the corporation to which such sale or transfer shall be made or the corporation resulting from such reorganization or reincorporation shall thereupon become the Independent Trustee of such trust without any further act on the part of any Trustee or beneficiary of such trust.

9.9 Trustee Compensation

Any Trustee which is a financial or other institution with trust powers shall be allowed to charge and receive from the Trust Estate compensation in accordance with its trustee fee

schedule in effect at the time the services are rendered, and shall be reimbursed from the Trust Estate for all reasonable expenses incurred in the administration of the Trust.

Any Trustee who is an attorney, accountant or other similar professional shall be allowed to charge and receive from the Trust Estate compensation at such Trustee's current billing rate, and shall be reimbursed from the Trust Estate for all reasonable expenses incurred in the administration of the Trust.

Any other Trustee shall be allowed to charge and receive from the Trust Estate reasonable compensation, and shall be reimbursed from the Trust Estate for all reasonable expenses incurred in the administration of the Trust.

Article 10. Rights Reserved by Donor

10.1 Right of Revocation, Modification, Etc.

During her lifetime, except during any period of adjudicated incompetency, the Donor shall have the full right to be exercised, at any time and from time to time, by a writing or writings signed and acknowledged by her:

- (a) to alter, amend, revoke or terminate this Trust, in whole or in part, or any provision thereof;
- (b) to change the identity or number, or both, of the Trustee hereunder; and
- (c) to withdraw from the operation of this Trust any part, or all, of the trust property;

provided, however, that the duties or responsibilities of the Trustee shall not be substantially altered without the Trustee's consent. Any other methods of revocation or amendment of this Trust, other than the method set forth in this Article 10.1, are expressly prohibited.

This Trust shall become irrevocable upon the Donor's death.

10.2 Rights in Insurance Policies

The Donor reserves the right by her own act alone, without the consent or approval of the Trustee:

- (a) to sell, assign or hypothecate any policies of insurance upon her life made payable to the Trustee;
- (b) to exercise any option or privilege granted by such policies, including, but without limitation of the generality of the foregoing, the right to change the beneficiary of such policies;
- (c) to borrow any sum in accordance with the provisions of such policies; and

(d) to receive all payments, dividends, surrender values, benefits or privileges of any kind which may accrue on account of such policies during her lifetime.

10.3 Exclusion of Guardian

Neither the conservator nor guardian of the Donor, nor any agent acting under a Durable General Power of Attorney, nor any person other than herself, may exercise any of the rights reserved to the Donor by the provisions of this Article 10, except as specifically authorized by a probate court pursuant to New Hampshire RSA Ch. 464-A:26-a, or other statute of similar import.

10.4 Delivery of Property

On the revocation of this Trust in its entirety, the Trustee shall pay or shall transfer to the Donor, or as the Donor may direct in the instrument of revocation, all of the Trust Estate. Furthermore, the Trustee agrees to deliver to the Donor on her written request any insurance policies or other property deposited with the Trustee hereunder.

Article 11. Insurance Provisions

11.1 Payment of Premiums

The Trustee shall not be under a duty to pay the premiums, assessments or other charges on any life insurance policies subject to this Trust, or on which the Trustee is designated as beneficiary, nor to keep itself informed with respect thereto, nor with respect to any act necessary to keep any of the policies in force. The Trustee shall not be liable to anyone if, for any reason, any of the policies lapse, or for any reason become uncollectible. The Trustee accepts this Trust without any responsibility for the validity of any policy or for the legality or effectiveness of any assignment, designation or change of beneficiary of any policy.

11.2 Collection of Insurance Proceeds

As soon as practicable after the death of the Donor, the Trustee shall make proof of death and shall collect the proceeds of the policies then under this agreement or then made payable to the Trustee. Likewise, as soon as practicable after the occurrence of any event before the death of the Donor which may cause any policy to become payable to the Trustee, the Trustee shall make proper proof and shall collect all proceeds then due under such policy. The Trustee may institute any legal proceeding to enforce the payment of any proceeds and perform any acts which may be proper for collecting any proceeds which may be payable under the terms of any policy. The Trustee shall not be under a duty to maintain any litigation to enforce the

payment of any proceeds unless it is indemnified to its satisfaction against all expenses and liabilities arising on account of such litigation. If the Trustee shall elect to demand indemnity, it shall do so in writing upon each of the beneficiaries of each trust whose interest is vested by mailing or delivering the same to such beneficiary or mailing it to such beneficiary's last known address. If satisfactory indemnity is not furnished within thirty (30) days thereafter, the Trustee shall assign all rights under the policy in question to the beneficiaries, and thereupon its liability with respect to such policy shall cease.

The Trustee is authorized to compromise and adjust claims arising out of any of the policies upon such terms and conditions as it shall deem just, and its decision shall be binding and conclusive upon all persons interested therein.

11.3 Protection of Insurance Companies

The insurance companies issuing any of the policies in this trust, or on which the Trustee is designated beneficiary now or hereafter, shall not be responsible for the application by the Trustee of the proceeds of any policies so issued, nor for any act or omission of the Trustee regarding such proceeds. The receipt of the Trustee for the proceeds of any policy shall be full acquittance to the insurance company having issued the policy.

Article 12. Spendthrift Provision

The interest of each beneficiary in the income or principal of a trust under this agreement shall be free from the control or interference of any creditor of a beneficiary, or of any spouse of a married beneficiary, and shall not be subject to attachment or susceptible of anticipation or alienation insofar as is permissible by law. Nothing contained in this paragraph, however, shall be construed as restricting in any way the exercise of any power of appointment granted hereunder.

Article 13. Payments to Minors or Persons Legally Incompetent

The whole or any part of the income or principal payable hereunder to any minor or person otherwise legally incompetent, or to any other person who, in the opinion of the Trustee, is incapacitated through illness, age or other cause, may be applied by the Trustee, in its sole and absolute discretion, for such beneficiary's comfort, maintenance, support or education. Any such application may be made at such time and in such manner as the Trustee deems advisable, whether by direct payment of such beneficiary's expenses, or by payment to a person selected by the Trustee to receive payment for such beneficiary. In each case, the receipt of such beneficiary or other person to whom payment is made or entrusted shall be a complete discharge of the Trustee in respect thereof. If the Trustee exercises its power under this Article to apply the income of the Marital Deduction Trust provided for under Article 4.2 and Article 5, then the Trustee must apply all of the income for the benefit of the Donor's husband. Whenever any payment hereunder is required to be paid to a minor, the interest so required to be paid shall be indefeasibly vested in the minor, but the Trustee may retain the amount payable until the minor attains the age of majority or dies, whichever first occurs, and the Trustee may pay the income and principal to the minor in such amount or amounts and from time to time as the Trustee may determine; or the Trustee may make such payment to the minor's parent or guardian, or such other individual as the Trustee may select, as custodian under

the New Hampshire Uniform Transfers to Minors Act, RSA Ch. 463-A, or other statute of similar import, and the receipt of the parent, guardian or such other individual shall be a complete discharge of the Trustee in respect thereof. If the Trustee retains the amount payable, and the minor lives to attain the age of majority, then at such time, the Trustee shall pay the then remaining principal and undistributed income to the minor; and if the minor dies before attaining the age of majority, then, on the minor's death, the Trustee shall pay the then remaining principal and undistributed income to the minor's estate.

Article 14. Separate and Unitary Administration

14.1 Trustee's Power to Hold Additions to Trust in a Separate Trust

Notwithstanding any other provision of this Trust Agreement, if property which is not exempt for federal generation skipping transfer tax purposes is directed to be added to a trust which is exempt for such purposes, or vice versa, then the Trustee may decline to make the addition to such trust and may instead administer the property as a separate trust with provisions identical to the original trust.

14.2 Combination of Trusts

If at any time after the division of the trust property into separate trusts, there come into existence two or more trusts with substantially identical terms and the same beneficiary or beneficiaries of the same generation, which trusts are wholly exempt from the generation skipping transfer tax, then the Trustee is authorized to invest such separate trust funds as a single fund or funds, as the Trustee deems appropriate for purposes of investment, and each trust shall be allocated its proportionate share of the single fund or funds. If at any time there shall come into existence two or more trusts with substantially identical terms and the same beneficiary or beneficiaries of the same generation, which trusts are not exempt from the generation skipping transfer tax, then the Trustee is authorized to invest such separate trust funds as a single fund or funds, as the Trustee deems

appropriate, for purposes of investment, and each trust shall be allocated its proportionate share of the single fund or funds. It is the Donor's intention that a trust which is exempt from the generation skipping transfer tax shall not be combined with or treated as a single fund with any trust which is not exempt from the generation skipping transfer tax.

If, at any time after the death of both the Donor and the Donor's spouse, there exist any other trust funds established by the Donor or the Donor's spouse, with substantially identical terms, except for Default of Issue provisions, the same beneficiary, or beneficiaries of the same generation, and at least one Trustee in common, then the Trustee is authorized to combine such trust funds and to invest such trust funds as a single fund or funds, as the Trustee deems appropriate for purposes of investment and administration, and each trust shall be allocated its proportionate share of the single fund; provided, however, that in no event shall a trust fund which is wholly exempt from the generation skipping transfer tax be combined with a trust fund which is not exempt, or which is only partially exempt, from the generation skipping transfer tax. It is the Donor's intention to avoid having duplicate trusts in existence under the terms of any trusts established by the Donor or the Donor's spouse, but that a trust which is wholly exempt from the generation skipping transfer tax shall not be combined with or treated as a single fund with any trust which is not wholly exempt from the generation skipping transfer tax.

14.3 Division of Trusts

If the Executor of the Donor's Estate or of the Estate of the Donor's spouse shall allocate all or a part of the generation skipping transfer tax exemption available to either the Donor or the Donor's spouse under Section 2631(a) of the Internal Revenue Code of 1986, as amended (or other statute of similar import), to property held in any trust created hereunder, and such trust would have an inclusion ratio, as defined in Section 2642 of the Internal Revenue Code of 1986, as amended (or other statute of similar import), other than zero (0) or one (1), then the Trustee shall divide such trust into two separate trusts in such a way that one such trust shall have an inclusion ratio of zero (0) and shall be exempt from the generation skipping transfer tax, and the other such trust shall have an inclusion ratio of one (1) and shall not be exempt from the generation skipping transfer tax. Each such trust shall be held and administered upon terms and conditions such that, in the aggregate, the two separate trusts provide for the same administration and succession of interests of beneficiaries as if there had been no division of the trust into two separate trusts.

14.4 General Power of Appointment

At any time after the division of the property held in any trust created hereunder into separate shares in accordance with the provisions of Article 14.3 hereof, the Family Trustee, in

its sole and absolute discretion, may grant to any beneficiary of such trust the right to appoint by such beneficiary's Will, executed before or after the Donor's death and specifically referring to the general power of appointment herein granted, any part, or all, of the principal and income of only that share of such trust, if any, that has an inclusion ratio, as defined in Section 2642 of the Internal Revenue Code of 1986, as amended (or other statute of similar import) of one (1), to the creditors of the estate of such beneficiary for whom such trust has been established hereunder. Such general power of appointment may be exercised in such amounts and proportions, outright or upon such terms, conditions and limitations, as the holder of the power shall determine. The beneficiary shall not have a general power of appointment over any trust share that has an inclusion ratio of zero (0). The decision of the Family Trustee shall be final, binding and conclusive on all parties and any Independent Trustee serving hereunder shall be exonerated, indemnified, released and held harmless for any liability, loss or damages which arise due to the Family Trustee's decision to grant or not to grant the above general power of appointment to any such beneficiary.

Article 15. Powers of Trustee

In extension, and not in limitation of the powers given a trustee by law, or other provisions of this agreement, the Trustee of each trust established hereunder shall have all of the powers and authorities granted to trustees under the provisions of New Hampshire Revised Statutes Annotated Chapter 564-A (the Uniform Trustees' Powers Act), and Chapter 564-B (the Uniform Trust Code), as either or both of such statutes now exist and as either or both of such statutes may exist in the future, and any other statute of similar import; provided, however:

(a) After the death of the Donor, the Donor's husband shall at all times have the right to require the Trustee to make any unproductive asset held in the Marital Deduction Trust productive.

(b) The power to subdivide, develop, etc., contained in RSA Ch. 564-B:8-816(a)(8) shall be exercisable by the Trustee with respect to any asset held in the Marital Deduction Trust only if the exercise of such power will produce an economic benefit to said trust.

(c) The duty imposed on the Trustee to comply with the prudent investor rule contained in Article 9 of RSA Ch. 564-B shall, with respect to the Marital Deduction Trust, be applicable to the Trustee only in such a manner as is consistent with the general principles of trust law concerning the beneficial enjoyment to which an income beneficiary is entitled.

In addition, the Trustee is authorized to make any division and payments pursuant to the terms of the Trust, using cash, securities or other property, or whatever nature and in whatever proportions the Trustee, in its judgment, shall deem appropriate, including distributing some assets in whole to one or more beneficiaries or trusts hereunder, while distributing other trust assets, including cash, of equal value to other

beneficiaries or trusts hereunder, and the judgment of the Trustee shall be final.

15.1 Power to Invest and Reinvest

In addition to the powers above referred to, the Trustee shall have the power and authority to invest and, from time to time, to reinvest, and to acquire and to retain, temporarily or permanently, the Trust Estate received or held by it, in bank accounts, certificates of deposit, mutual funds (even though managed by the Trustee hereunder or an affiliate thereof), obligations of the United States, common or preferred shares, investment trusts, common trust funds (even though maintained by the Trustee hereunder or an affiliate thereof), bonds, mortgages, debentures, real estate, and generally in any type of real or personal property, even though such investment shall not be of the character approved by applicable law but for this provision.

15.2 Payments From the Family Trust

The Trustee is authorized, in its sole and absolute discretion, to use the income or principal, or both, of the Family Trust, from time to time, as follows:

(a) To pay the funeral expenses of the Donor, and to pay the debts and expenses of administration of the Donor's estate, and to pay all federal and state taxes in the nature of income, estate, inheritance, succession, transfer, gift or like taxes, arising or owing on the Donor's death without requiring any reimbursement from the Donor's executors or administrators, or other persons receiving property as a result of the Donor's death. Such payments may be made to the person entitled or authorized to receive or receipt for such payments upon the certificate from the Donor's executors or administrators stating the amount due and payable, and the Trustee shall,

in no way, be bound to inquire into the legality or amount of any payments so certified by the Donor's executors or administrators.

(b) To make loans to the Donor's executors or administrators on such terms as the Trustee deems advisable.

(c) To purchase and to retain as investments any securities or other property, real or personal, belonging to the estate of the Donor.

Notwithstanding anything herein to the contrary, however, in no event shall any assets held in any Individual Retirement Account, Individual Retirement Account Trust, or other qualified retirement plan to which Section 401(a)(9) of the Internal Revenue Code of 1986, as amended, is applicable, of which the Family Trust has been named as the designated beneficiary be used for the payment of any amounts authorized to be paid under this Article 15.2.

15.3 Trustee's Duties With Respect to Retirement Plans

If any trust established hereunder is designated as the beneficiary of any Individual Retirement Account, Individual Retirement Account Trust, or other qualified retirement plan to which Section 401(a)(9) of the Internal Revenue Code of 1986, as amended (or other statute of similar import), is applicable, then upon the Donor's death, the Trustee shall, by October 31 of the calendar year immediately following the calendar year of the Donor's death:

(a) provide the plan administrator with a final list of all of the beneficiaries of the trust (including contingent and remaindermen beneficiaries with a description of the conditions on their entitlement) as of September 30 of the calendar year immediately following the calendar year of the Donor's death; certify that, to the best of the

Trustee's knowledge, this list is correct and complete and that the requirements of paragraph (b)(1), (2) and (3) of Section A-5(b) of Treasury Regulation 1.401(a)(9)-4, as may be amended, are satisfied; and agree to provide a copy of the Trust Agreement and any amendments thereto to the plan administrator upon demand; or

(b) provide a copy of the Trust Agreement and any amendments thereto to the plan administrator.

In addition, the Trustee shall comply with any other requirements set forth in the Internal Revenue Code of 1986, as amended (or other statute of similar import), or the regulations thereunder, whether final, temporary or proposed, including but not limited to Treasury Regulation 1.401(a)(9)-4, as presently in effect and as may be amended from time to time, with respect to the designation of a trust as the beneficiary of an Individual Retirement Account, Individual Retirement Account Trust, or other qualified retirement plan to which Section 401(a)(9) of the Internal Revenue Code of 1986, as amended (or other statute of similar import), is applicable.

15.4 Provisions Relating to Residential Real Estate

The Trustee is specifically authorized to retain in the Marital Deduction Trust and/or Family Trust any residential real estate, or undivided interest therein, whether such residential real estate is deemed to be a primary or secondary residence, or vacation property, so long as the Donor's husband desires to reside in or use such property. If at any time, or from time to time, the Donor's husband notifies the Trustee in writing that he no longer desires to reside in or use any of such residential real estate, or if the Trustee in its sole and absolute

discretion determines that the Donor's husband is physically incapable of residing in or using such real estate, then the Trustee may sell such real estate and purchase a replacement residence or retain the proceeds therefrom to be administered in accordance with the terms of the Marital Deduction Trust or Family Trust, as the case may be.

The Donor's husband shall pay all charges incident to maintaining said residential real estate including, without limitation, all assessments, insurance premiums, taxes and ordinary repairs. If the Donor's husband shall fail to pay any of such charges, then the Trustee shall pay such charges; provided, however, that if there is no principal or income as part of the Marital Deduction Trust or Family Trust, as the case may be, other than such residential real estate, from which to pay such charges, then the Trustee is exonerated from any duty to pay such charges. If the Donor's husband fails to pay any of such charges, and the Trustee is unable to pay such charges due to lack of trust assets out of which it may pay such charges, then any one or more of the Donor's issue may pay the same; and in such event such person or persons shall have a lien against said real estate in the amount so expended with interest at the applicable federal rate as determined under Section 1274 of the Internal Revenue Code of 1986, as amended (or other statute of similar import), until paid. If any of such residential real estate is sold to a bona fide purchaser for value, then such

lien shall be deemed extinguished as to such real estate, but shall follow and attach to the proceeds of sale.

Neither the Donor's husband nor the Trustee shall be required to account for or repair any waste, injury or damage to or depreciation of such real estate, or to replace any part hereof which may be consumed, used up or destroyed, unless the same is attributable to the act or omission of the Donor's husband or the Trustee, except as herein otherwise expressly provided. Neither the Donor's husband nor the Trustee shall be required to give a bond or other security for the safekeeping of such real estate.

15.5 Provision Relating to Business Interests

The Donor anticipates that at the time of her death, she may own business interests in closely held companies (whether operated in the form of a corporation, a partnership, a limited liability company or a sole proprietorship) and consequently she expects that some such business enterprises will be in her Trust Estate at the time of her death or thereafter. The Donor desires that the Trustee continue to hold and operate each such business as part of the Trust Estate if it is in the best interests of the beneficiaries and the Trust Estate, and the Donor hereby vests her Trustee, including any successors thereto, with the following powers and authorities, as supplemental to the ones contained in this Trust Agreement, the applicability of which to such businesses, she confirms, without limitation by reason of specification, and in addition to the

powers conferred by law, all of which may be exercised with respect to every such business:

(a) To retain and continue to operate any such business for such period as the Trustee, as the case may be, may deem advisable, in its sole and absolute discretion.

(b) To control, direct and manage any such business. In this connection, the Trustee in its sole discretion, shall determine the manner and extent of its active participation in the operation, and the Trustee may delegate all or any part of its power to supervise and operate, to such person or persons as it may select, including any associate, partner, officer or employee of any such business.

(c) To hire and discharge officers and employees, fix their compensation and define their duties; and to employ, compensate and discharge agents, attorneys, consultants, accountants and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary (or individual trustee) in any of the foregoing capacities.

(d) To invest other Trust funds in such business; to pledge other assets of the Trust as security for loans made to any such business; and to loan funds from the Trust to such business, and to borrow from any bank or other lending institution, on such terms as are then competitive.

(e) To organize a corporation, limited liability company, or such other entity, under the laws of this or any other state or country and to transfer thereto all or any part of the business or other property held in the trust, and to receive in exchange therefore such stocks, bonds and other securities as the Trustee may deem advisable.

(f) To take any action required to convert any corporation into a partnership, limited liability company or sole proprietorship.

(g) To treat any such business as an entity separate from the Trust. In its accountings to any beneficiaries, the Trustee shall only be required to report the earnings and condition of any such business in accordance with generally accepted accounting practices.

(h) To retain in any such business such amount of the net earnings for working capital and other purposes of any such business as the Trustee may deem advisable in conformity with sound business practice.

(i) To purchase, process and sell merchandise of every kind and description; and to purchase and sell machinery and equipment, furniture and fixtures and supplies of all kinds.

(j) To sell or liquidate all or any part of such business at such time and at such price and upon such terms and conditions (including credit) as the Trustee may determine. The Trustee is specifically authorized and empowered to make such sale to any partner, officer or employee of any such business (or to any individual Trustee) or to any beneficiary hereunder.

(k) To exercise any of the rights and powers herein conferred in conjunction with another or others.

(l) To diminish, enlarge or change the scope or nature of any such business.

The Donor is aware that certain risks are inherent in the operation of any business and expects that decisions will be required of a "business man's risk" nature as contrasted with the "prudent man rule". Therefore, the Donor directs that the Trustee shall not be liable for any loss resulting from the retention and operation of any such business unless such loss shall result directly from the Trustee's bad faith or willful misconduct. In determining any question for liability for losses, it should be considered that the Trustee, may be engaging in a speculative enterprise at the Donor's express request.

It is recognized that in any business interest which may included in the Trust Estate may require additional efforts and expertise on the part of the Trustee. Accordingly, additional fees may be required. Such fees may be taken as a Director's

fee, which will be remitted to the Trustee as a management consultation charge by the Trustee.

15.6 Trustee's Power to Terminate Trust

If, at any time, the principal of any separate trust established hereunder shall be of such value that it is uneconomical for the Trustee to maintain the trust in existence, because the fees and expenses associated therewith are disproportionately large in relation to the size of the trust, then the Trustee, other than the Donor's husband, may terminate the trust and distribute the principal and accumulated income, if any, to the then income beneficiary (or if more than one, beneficiaries) of such trust. If any such distribution is to be to the issue of the Donor (if such issue are then living), then such distribution shall be to such issue by right of representation.

15.7 Allocation of Generation Skipping Transfer Tax Exemption

The executor of the Donor's estate has the authority to allocate any portion of the Donor's exemption under Section 2631(a) of the Internal Revenue Code of 1986, as amended (or other statute of similar import), to property as to which the Donor is the transferor including any property transferred by the Donor during the Donor's lifetime as to which the Donor did not make an allocation prior to the Donor's death. The Trustee shall consent to and accept the allocation made by the Donor's

executor and shall apply such allocation to the extent it is applied to property in the Trust Estate.

Article 16. Miscellaneous

16.1 Definitions

(a) "Child", "children", "son" and "daughter" mean lawful blood descendants in the first degree of the parent designated, and references to "grandchild" and "grandchildren" mean lawful blood descendants in the second degree of the ancestor designated, and references to "issue" mean lawful blood descendants in the first, second or any other degree of the ancestor designated.

(b) An adopted child, and such adopted child's lawful blood descendants, shall be considered in this agreement as lawful blood descendants of the adopting parent or parents and of anyone who is, by blood or adoption, an ancestor of the adopting parent, or of either of the adopting parents, and shall not be considered descendants of the adopted child's natural parents; except where a child is adopted by a spouse of one of his or her natural parents, such child shall be considered a descendant of such natural parent as well as a descendant of the adopting parent.

16.2 Unborn Child

A child in gestation, who is later born alive, shall be regarded in this agreement as a child in being during the period of gestation in determining whether any person had died without living issue surviving him or her, and in determining, on the termination of any trust hereunder, whether such child is entitled to share in the disposition of the then remaining principal and undistributed income of such trust, but for other purposes, such child's rights shall accrue from date of birth.

16.3 Minor

References in this agreement to a "minor" mean a person under the age of twenty-one (21) years.

16.4 Distribution by Right of Representation

Whenever distribution is to be made to designated "issue" by right of representation, the property shall be distributed to

the persons and in the proportions that personal property of the named ancestor would be distributed under the laws of the State of New Hampshire in force at the time stipulated for distribution, if the named ancestor had died intestate at such time, domiciled in such State, not married and survived only by such issue.

Whenever the Trustee has discretion to pay income or principal to designated "issue" (except when the discretion can be exercised only in favor of designated "issue" by right of representation, in which case payment, if made, must be made to such issue in accordance with the terms of the preceding paragraph), payments may be made to or for the benefit of issue of the second or more remote degree, even though payment is also made, or could be made, to the parent of such issue.

Whenever any person is given hereunder a power to appoint by will to designated "issue", an appointment may be made to issue of the second or more remote degree, even though an appointment is also made, or could be made, to the parent of such issue.

16.5 Governing Law

Each trust hereunder is a New Hampshire trust, made in that State, and is to be governed and construed and administered according to its laws and shall continue to be so governed and construed and administered, even though administered elsewhere within the United States or abroad.

16.6 Duplicates

To the same effect as if it were the original, anyone may rely upon a copy, certified by a Notary Public, to be a true copy of this agreement (and of the writings if any, endorsed thereon or attached thereto). Anyone may rely upon any statement of fact certified by anyone who appears from the original document, or from a certified copy thereof, to be a Trustee hereunder.

16.7 Gender and Number

All pronouns and words denoting gender shall be construed so as to refer to the masculine, feminine, neuter, singular or plural form thereof as the identity of the persons, entities and situation may require.

IN WITNESS WHEREOF, Christine Lewis Morse, as the Donor, and the said Christine Lewis Morse, as the Trustee, in token of her acceptance of the trusts hereby amended and restated, has hereunto set her hand, all as of the 30 day of January, 2009.

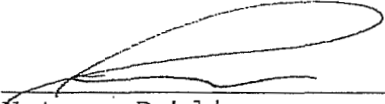
Patricia M. English
Witness

Christine Lewis Morse
Christine Lewis Morse - Donor and Trustee

COMMONWEALTH OF MASSACHUSETTS

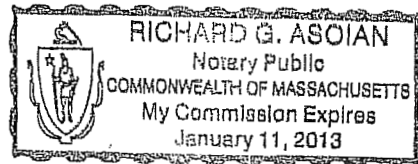
Essex, ss.

On this 30th day of Jan. 2009, before me, the undersigned notary public, personally appeared CHRISTINE LEWIS MORSE, proved to me through satisfactory evidence of identification, which was ☐ a driver's license, ☒ personally known to me, or ☐ personally known to a 3rd party personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.


Notary Public

My Commission expires:

J:\WDOX\DOCS\CLIENTS\19806\86618\M1258851.DOC



ACORD**EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)

08/12/2009

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Brown & Brown of N H, Inc. 309 Daniel Webster Highway P O Box 1510 Merrimack, NH 03054-1510	PHONE (A/C, No, Ext) 603.424.9901	COMPANY Union Insurance Company EWF Unit P O Box 9010 WestBrook, ME 04098-5010
FAX (A/C, No) 603.424.3203	E-MAIL ADDRESS gmeyer@bbnHins.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID # 00004886		
INSURED Lewis Builders, Inc 54 Sawyer Avenue Atkinson, NH 03811	LOAN NUMBER	POLICY NUMBER CPA0243669-11
	EFFECTIVE DATE 04/15/2009	EXPIRATION DATE 04/15/2010
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION**LOCATION/DESCRIPTION**

- 1 Loc 00001 Bldg 00001 1 Lewis Lane Atkinson, NH 03811
- 2 Loc 00001 Bldg 00002 2 Lewis Lane Atkinson, NH 03811
- 3 Loc 00001 Bldg 00003 3 Lewis Lane Atkinson, NH 03811
- 4 Loc 00001 Bldg 00004 4 Lewis Lane Atkinson, NH 03811
- 5 Loc 00001 Bldg 00005 5 Lewis Lane Atkinson, NH 03811

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS		AMOUNT OF INSURANCE	DEDUCTIBLE
1	Building, ACV, Special form	341,120	10000
2	Building, ACV, Special form	346,320	10000
3	Building, ACV, Special form	378,560	10000
4	Building, ACV, Special form	378,560	10000
5	Building, ACV, Special form	503,360	10000
6	Building, ACV, Special form	438,880	10000
7	Building, ACV, Special form	620,880	10000
8	Building, ACV, Special form	620,880	10000
9	Building, ACV, Special form	620,880	10000
10	Building, ACV, Special form	503,360	10000

REMARKS (Including Special Conditions)

RE: LINE OF CREDIT

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS TD Banknorth NA 370 Main Street Worcester, MA 01608	<input checked="" type="checkbox"/> MORTGAGEE <input checked="" type="checkbox"/> LOSS PAYEE	ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE Ann Morse/CM1	<i>Ann Morse</i>

Lewis Builders, Inc
Evidence of Property Insurance Supplemental Schedules
Brown & Brown of N H, Inc.

08/12/2009

Additional Interest

TD Banknorth NA

Property Information

No.	Description
6	Loc 00001 Bldg 00006 6 Lewis Lane Atkinson, NH 03811
7	Loc 00001 Bldg 00007 7 Lewis Lane Atkinson, NH 03811
8	Loc 00001 Bldg 00008 8 Lewis Lane Atkinson, NH 03811
9	Loc 00001 Bldg 00009 9 Lewis Lane Atkinson, NH 03811
10	Loc 00001 Bldg 00010 10 Lewis Lane Atkinson, NH 03811
11	Loc 00001 Bldg 00011 11 Lewis Lane Atkinson, NH 03811
12	Loc 00001 Bldg 00012 12 Lewis Lane Atkinson, NH 03811
13	Loc 00002 Bldg 00001 1 Lewis Lane E Hampstead, NH 03826
14	Loc 00002 Bldg 00002 2 Lewis Lane E Hampstead, NH 03826
15	Loc 00002 Bldg 00003 3 Lewis Lane E Hampstead, NH 03826
16	Loc 00002 Bldg 00004 4 Lewis Lane E Hampstead, NH 03826
17	Loc 00002 Bldg 00005 5 Lewis Lane E Hampstead, NH 03826
18	Loc 00002 Bldg 00006 6 Lewis Lane E Hampstead, NH 03826
19	Loc 00002 Bldg 00007 7 Lewis Lane E Hampstead, NH 03826
20	Loc 00002 Bldg 00008 8 Lewis Lane E Hampstead, NH 03826
21	Loc 00002 Bldg 00009 9 Lewis Lane E Hampstead, NH 03826
22	Loc 00002 Bldg 00010 10 Lewis Lane E Hampstead, NH 03826
23	Loc 00002 Bldg 00011 11 Lewis Lane E Hampstead, NH 03826
24	Loc 00002 Bldg 00012 12 Lewis Lane E Hampstead, NH 03826
25	Loc 00002 Bldg 00013 13 Lewis Lane E Hampstead, NH 03826
26	Loc 00002 Bldg 00014 14 Lewis Lane E Hampstead, NH 03826
27	Loc 00002 Bldg 00015 15 Lewis Lane E Hampstead, NH 03826
28	Loc 00002 Bldg 00016 16 Lewis Lane E Hampstead, NH 03826
29	Loc 00002 Bldg 00017 17 Lewis Lane E Hampstead, NH 03826
30	Loc 00002 Bldg 00018 18 Lewis Lane E Hampstead, NH 03826
31	Loc 00002 Bldg 00019 19 Lewis Lane E Hampstead, NH 03826
32	Loc 00002 Bldg 00020 Lewis Lane E Hampstead, NH 03826
33	Loc 00002 Bldg 00021 Lewis Lane E Hampstead, NH 03826
34	Loc 00003 Bldg 00001 67 A & B Cobblers Ridge Danville, NH 03819
35	Loc 00003 Bldg 00002 78 A & B Cobblers Ridge Danville, NH 03819
36	Loc 00003 Bldg 00003 79 A & B Cobblers Ridge Danville, NH 03819

Coverage Information

No.	Coverage/Perils/Forms	Amt of Ins	Ded
11	Building, ACV, Special form	503,360	10000
12	Building, ACV, Special form	503,360	10000
13	Building, ACV, Special form	416,000	10000
14	Building, ACV, Special form	416,000	10000
15	Building, ACV, Special form	346,320	10000
16	Building, ACV, Special form	378,560	10000
17	Building, ACV, Special form	503,360	10000
18	Building, ACV, Special form	503,360	10000
19	Building, ACV, Special form	620,880	10000
20	Building, ACV, Special form	620,880	10000
21	Building, ACV, Special form	620,880	10000
22	Building, ACV, Special form	620,880	10000
23	Building, ACV, Special form	620,880	10000

Lewis Builders, Inc
Evidence of Property Insurance Supplemental Schedules
Brown & Brown of N H, Inc.

08/12/2009

Additional Interest

TD Banknorth NA

Coverage Information

(Continued)

No.	Coverage/Perils/Forms	Amt of Ins	Ded
24	Building, ACV, Special form	620,880	10000
25	Building, ACV, Special form	620,880	10000
26	Building, ACV, Special form	620,880	10000
27	Building, ACV, Special form	620,880	10000
28	Building, ACV, Special form	620,880	10000
29	Building, ACV, Special form	620,880	10000
30	Building, ACV, Special form	620,880	10000
31	Building, ACV, Special form	620,880	10000
32	Building, ACV, Special form	279,760	10000
33	Building, ACV, Special form	75,600	10000
34	Building, ACV, Special form	219,440	10000
35	Building, ACV, Special form	219,440	10000
36	Building, ACV, Special form	210,440	10000
37	Building, ACV, Special form	182,027	10000
38	Building, ACV, Special form	182,027	10000
39	Building, ACV, Special form	182,027	10000
40	Building, ACV, Special form	182,027	10000

Remarks

RE: LINE OF CREDIT

August 14, 2009

TD Banknorth, N.A. (the "Lender")
Attn: Stephen M. Jaskelevicus, S.V.P.
61 Main Street
Andover, MA 01810

Re: Borrower: Lewis Builders, Inc. and The Hampstead Area Water Company, Inc.
Loan: \$1,450,000.00 Mortgage Term Loan

Dear Sir/Madam:

The Borrowers and Guarantors each hereby certifies to the Lender that the transaction in connection with the Loan and the proceeds thereof are for business and commercial purposes only, and not for consumer, personal, family or household purposes.

The Undersigned hereby acknowledge that the Lender is relying on this Affidavit in connection with any necessity to comply with the requirements of any state and/or federal law in connection with disclosure statements, right of rescission or otherwise, and the Undersigned agree to indemnify the Lender and hold the Lender harmless for all losses, costs, damages, and attorneys fees and expenses which may be sustained by the Lender in relying on the foregoing. All provisions hereof of the Undersigned, if more than one, are joint and several.

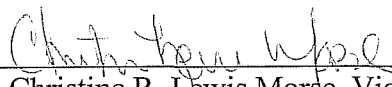
This instrument is deemed executed and delivered to the Lender in New Hampshire and shall be governed and construed according to New Hampshire law, to whose jurisdiction the Undersigned submit.

Signed under the pains and penalties of perjury and as a sealed instrument this 14th day of August, 2009.

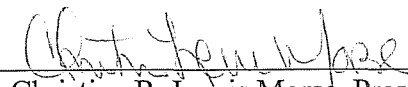
Witness:

BORROWERS:

The Hampstead Area Water Company, Inc.

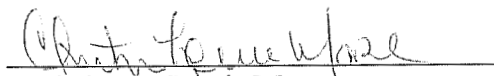
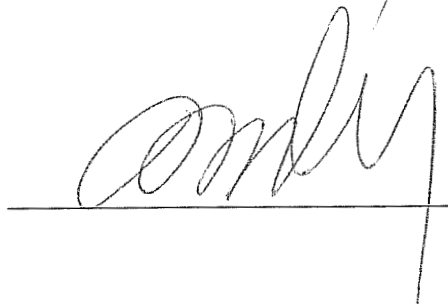
By: 
Christine R. Lewis Morse, Vice President

Lewis Builders, Inc.

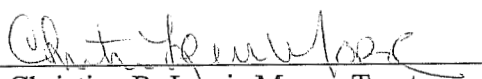
By: 
Christine R. Lewis Morse, President

A handwritten signature in cursive script, appearing to be 'only', written over a horizontal line.

GUARANTORS:


Christine R. Lewis MorseA handwritten signature in cursive script, appearing to be 'only', written over a horizontal line.

Christine (Lewis) Morse Revocable Family Trust of 2000
u/d/t dated April 19, 2000

By: 
Christine R. Lewis Morse, Trustee

TD Bank, N.A.
370 Main Street, Worcester, MA 01608

COMPLIANCE AGREEMENT

BORROWER: **LEWIS BUILDERS, INC. and THE HAMPSTEAD
AREA WATER COMPANY, INC.**

GUARANTOR: **CHRISTINE R. LEWIS MORSE, individually and
As Trustee**

LENDER: **TD Bank, N.A.**

COLLATERAL: Certain Mortgaged Premises as defined in the Loan
Agreement of even date herewith

CREDITS: **\$1,450,000.00 NOTE**

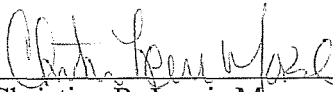
CLOSING DATE: August 14, 2009

The persons signing below as Borrower hereby agree to cooperate fully with Lender in the correction, adjustment, revision or completion of documents executed, including the execution of omitted documents which customarily are executed, in connection with the closing of the Borrower's mortgage loan transactions with Lender, for the purpose of correction of clerical, typographical or other errors of omission, the correction of which is transaction into conformity with the agreed-upon terms thereof.

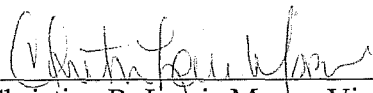
At any such time following the closing of Borrower's mortgage transaction, the persons signing below as Borrower agrees to execute, acknowledge, and deliver to Lender such additional documentation as is deemed necessary or desirable by Lender to comply with the terms of the loan commitment or to conform with state and federal bank regulatory requirements, provided that such additional documentation does not materially and substantially alter or amend the essential terms of Borrower's mortgage transaction to disadvantage of the Borrower.

Executed under seal this 14th day of August, 2009.

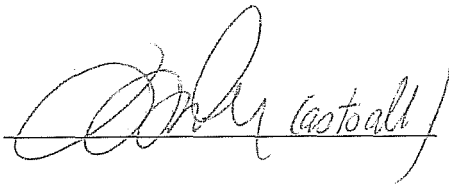
LEWIS BUILDERS, INC.
A New Hampshire corporation

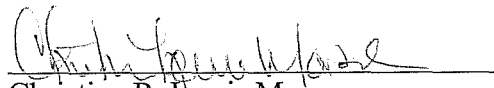
By: 
Christine R. Lewis Morse, President

THE HAMPSTEAD AREA WATER COMPANY, INC.
A New Hampshire corporation

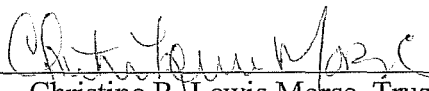
By: 
Christine R. Lewis Morse, Vice President

GUARANTORS:




Christine R. Lewis Morse

**THE CHRISTINE (LEWIS) MORESE REVOCABLE
FAMILY TRUST OF 2000**
u/d/t dated April 19, 2000

By: 
Christine R. Lewis Morse, Trustee

Title Policies

Appraisals

*In Bank's
Possession*

August 14, 2009

TD Bank, N.A.
Attn: Stephen M. Jaskelevicus, S.V.P.
153 Merrimack Street
Haverhill, MA 01831

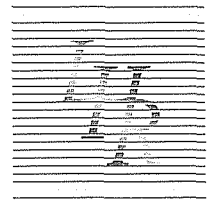
Re: Loan (the "Loan") from TD Bank, N.A. (the "Lender") to
Lewis Builders, Inc. and The Hampstead Area Water Company, Inc.
(the "Borrowers") secured by mortgages and security agreements
encumbering properties commonly known as Atkinson Apartments off
Lewis Lane, Atkinson, NH; East Village Apartments off Lewis Lane,
Hampstead, NH; and 67, 78 and 79 Cobblers Ridge Road, Danville, NH (the
"Properties")

Ladies and Gentlemen:

We have acted as counsel to TD Bank, N.A. (the "Bank" or "Lender") in connection with the Commercial Term Mortgage Loan Agreement in the amount of \$1,450,000.00 to Lewis Builders, Inc., and The Hampstead Area Water Company, Inc., each being a New Hampshire corporation ("Borrowers"), and guaranteed by Christine R. Lewis Morse, individually and as Trustee of The Christine (Lewis) Morse Revocable Family Trust of 2000 (collectively, "Morse" and/or the "Guarantors") in connection with the Loan.

In this capacity, we have examined the following documents made (except as otherwise noted) as of even date herewith (the "Loan Documents"):

- (a) Promissory Note in the principal sum of \$1,450,000.00 made by Borrowers to Lender;
- (b) Commercial Mortgage Term Loan Agreement made by Borrowers to Lender;
- (c) Mortgage(s) and Security Agreements given by Lewis Builders, Inc. as Borrower to or for the benefit of Lender covering the fee estates of Borrower in each of the Properties (the "Mortgages");
- (d) Security Agreements and UCC- 1 Financing Statements made by Borrowers, each as a debtor, in favor of Lender as secured party (the "Financing Statements");



- (e) Secretary's Certificates of Borrowers;
- (f) Guaranty of Obligations of Borrowers delivered by the Guarantors to Lender;
- (g) Compliance Agreement between Lender, Borrowers and Guarantors;
- (h) Title insurance affidavits from Borrowers for the Loan; and
- (i) All other documents and agreements delivered by Borrowers and Guarantors of even date in connection with the Loan Agreement.

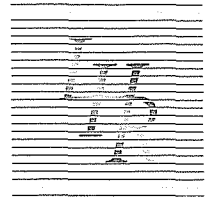
The Loan Documents referred to in (a)-(i) are referred to herein as the "Loan Documents".

We have also examined the original or certified copies of the Articles of Organization of the Borrowers, the Bylaws and other papers relating to the creation and organization of Borrowers as described hereinbelow, the Declaration of Trust for the Guarantor Trust, and amendments thereto, and such other certificates, documents and opinions and have made such other inquiries with respect to Borrowers, the Guarantors, and the Loan as we have deemed necessary or appropriate for the purposes of this opinion:

- (a) Articles of Incorporation/Formation of Borrowers and Bylaws;
- (b) Secretary's Certificates of even date;
- (c) Declaration of Trust for the Guarantor Trust; and
- (d) Certificates of Existence for the Borrowers.

We understand that with respect to title matters, you will be relying on the title insurance commitment issued to you by First American Title Insurance Company dated as of today. We have not made any investigation of and do not express an opinion as to any matters of title in this opinion.

We express no opinion with respect to the effect of any law other than the law of the Commonwealth of New Hampshire (the "State"), the law of the State of New Hampshire ("New Hampshire") and the Federal law of the United States (collectively, "Applicable Law"). Based on the foregoing, and subject to the qualifications and exceptions herein contained, we are of the opinion that:



1. Each Borrower is a corporation duly organized, validly existing under the laws of the State of New Hampshire and has the full power and authority to own, lease, manage, develop, operate and mortgage the Property and to enter into the Loan and to execute and deliver all Borrower Loan Documents and all documents and instruments required in connection therewith and to perform Borrower's obligations thereunder.

2. Christine R. Lewis Morse is the Vice President of The Hampstead Area Water Company, Inc., and has the full power and authority to serve as an officer of the Borrower, and to execute and deliver the Borrower Loan Documents and all other documents and instruments required in connection therewith on behalf of Borrower, as its Vice President and sole Director. The Vice President on behalf of the Borrower has made all filings to the extent required under Applicable Law to enable her to be the Vice President and sole Director of the Borrower.

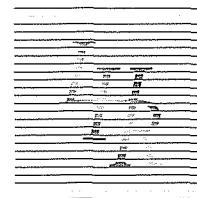
3. Christine R. Lewis Morse is the President and Harold J. Morse is the Treasurer of Lewis Builders, Inc., and each has the full power and authority to serve as an officer of the Borrower, and to execute and deliver the Borrower Loan Documents and all other documents and instruments required in connection therewith on behalf of Borrower, as its President and Treasurer. The President and Treasurer on behalf of the Borrower have made all filings to the extent required under Applicable Law to enable them to be the President and Treasurer of the Borrower.

4. There is no restriction under the Applicable Law which would prohibit or prevent Borrowers from owning, leasing, developing, operating, managing or mortgaging the Property, or prohibit any officer from acting as the President and Treasurer of either of the Borrowers.

5. Each Borrower is not a "foreign person" within the meaning of Section 1445(f) (3) of the Internal Revenue Code of 1986, as amended, and the related Treasury Department regulations, including temporary regulations.

6. Each Borrower and its officers have taken all steps and have made all filings to the extent required under the federal law of the United States and the laws of the State to enable them to own, lease, develop, operate, manage and mortgage the Property.

7. The Loan Documents have been validly executed and delivered by Borrowers and constitute the legal, valid and binding obligations of Borrowers enforceable in accordance with their respective terms, except as may be limited by (i) bankruptcy, insolvency or other similar laws affecting the rights of creditors generally, and (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law).



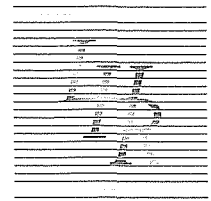
8. The Guarantor Loan Documents have been validly executed and delivered by the Guarantor, and constitute the legal, valid and binding obligations of Guarantors, enforceable in accordance with their respective terms, except as may be limited by (i) bankruptcy, insolvency or other similar laws affecting the rights of creditors generally, and (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law).

9. The consent or approval of the shareholders of the Borrowers is not required for the execution and delivery of the Borrower Loan Documents by each Borrower or any other document or instrument required to close the Loan or for Borrowers' mortgaging the Property and accepting the Loan, and, to the extent such consent or approval is deemed necessary, the same has been properly obtained.

10. Neither the execution and delivery by Borrowers and Guarantors of the Loan Documents or Borrowers' or Guarantor's performance thereunder nor the mortgaging of the Property and the acceptance of the Loan (a) conflicts with or violates or will result in a breach of or default under any of the terms or provisions of the operating agreement, certificate of organization, certificate of formation, bylaws, any private placement memorandum pursuant to which limited partners' interests were offered for sale, certificate of incorporation, by-laws or any other agreement to which Borrowers or Guarantors are bound, (b) will result in the creation or imposition of a lien, charge or encumbrance upon Borrowers or Guarantors or any of the property or assets of Borrowers or Guarantors, other than the lien of the Mortgage, or (c) violates any law, rule, regulation or ordinance applicable to Borrowers or Guarantors or any judgment, order, writ, injunction or decree binding on Borrowers or Guarantors.

11. No registration with, consent, authorization or approval of, notice to, or other action by, any governmental entity or agency is required for the execution, delivery, performance or enforceability of the Loan Documents, or if required such registration has been made, such consent, authorization or approval has been obtained, such notice has been given or such other appropriate action has been taken.

12. The Mortgages are in recordable form and each is fully enforceable under the laws of the State of New Hampshire and creates (a) a valid lien under the laws of the State of New Hampshire on the fee estate of Borrower in the Property and, to the extent in existence, Borrower's interest in the leases and rents thereunder and (b) a valid security interest under the Uniform Commercial Code as adopted in the State of New Hampshire (the "State UCC") on the interest of Borrower in all of the mortgaged property described therein subject to the State UCC.



13. The Assignment is in recordable form and is fully enforceable under the laws of the State of New Hampshire and creates a valid and perfected present, active assignment of and lien on Borrower's interest in the leases and the rents thereunder.

14. Excepting only those matters reflected on the title insurance policy, there are no recording taxes, documentary stamp taxes or any note or intangibles taxes which are due and payable in connection with the subject transaction or the recording of the Loan Documents in the State of New Hampshire other than filing fees due upon the recordation of the Mortgage, the Assignment, and the Financing Statements. Any failure to pay such taxes in full or in part (i) shall not result in the imposition of any penalty or interest on any unpaid taxes against the Lender and (ii) shall not require the payment of any unpaid taxes or any penalty or interest prior to the enforcement of the Loan Documents or otherwise prohibit, delay or limit the enforcement of the Loan Documents.

15. The Loan Documents contain the terms and provisions necessary to enable Lender, following a default thereunder, to exercise the remedies which are customarily available to a holder of or beneficiary under a mortgage or deed of trust in the State of New Hampshire.

16. The Loan Documents do not violate any usury, consumer protection or truth in lending laws, rules or regulations of New Hampshire, or any governmental or quasigovernmental agencies thereof, so as to (a) subject the Lender to any civil or criminal liability or penalty, (b) prohibit, limit or impede the Lender's right to collect any interest, principal or other sums payable under the Loan Documents or to exercise of any of its rights or remedies under any of the Loan Documents or (c) subject the Lender to any other claim, loss or damage.

17. Upon the filing of the Financing Statements in the Office of the Secretary of State for New Hampshire, Lender will have a valid, perfected security interest in the property described therein, and no further filing or recording of any document or instrument or other action except for the filing of continuation statements will be required to perfect the security interest created by the Loan Documents.

18. There are no judgments filed or actions, law suits, claims or proceedings of any kind pending or threatened against any Borrower or any Guarantor or otherwise applicable to the Property.

1
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525

Very truly yours,

By:

A Member of the Firm

ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is dated as of August 14, 2009 from **LEWIS BUILDERS, INC.** (the "Borrower"), a New Hampshire corporation having its principal address at 54 Sawyer Ave., Atkinson, New Hampshire 03811 (Borrower is also hereinafter referred to as the "Indemnitor") to **TD BANK, N.A.**, a banking corporation with a principal place of business 370 Main Street, Worcester, Massachusetts 01608 (the "Lender").

RECITALS

WHEREAS, Borrower has an interest in certain properties as more particularly described in Schedule "A" attached hereto (the "Premises"); and

WHEREAS, Borrower has applied to the Lender for a certain loan of even date (the "Loan"); and

WHEREAS, the Loan will be evidenced by the Promissory Note and other loan documents more particularly described in a certain Loan Agreement of even or near date (the Note and related loan documents being hereinafter referred to collectively as the "Loan Documents"); and

WHEREAS, the Lender is unwilling to make the Loan to Borrower unless the Indemnitor executes and delivers this Agreement.

NOW, THEREFORE, in order to induce the Lender to make the Loan and for other good and valuable consideration, the Indemnitor hereby covenants and agrees with the Lender as follows:

- I. **DEFINITIONS**: All capitalized terms used in this Agreement and not heretofore defined shall have the meanings set forth below.

"Environment" means any water or water vapor, any land including land surface or subsurface, air, fish, wildlife, biota and all other natural resources.

"Environmental Laws" mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation, occupational health and safety laws, statutes, ordinances and codes and the common law, relating to pollution and/or the protection of the Environment and/or the health and safety of any person and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

"Environmental Permits" mean all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law.

"Hazardous Substance" means and include asbestos, polychlorinated biphenyl, other carcinogens, oil and other petroleum products, and any other hazardous or toxic materials, wastes, and substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, as amended, and the regulations promulgated thereunder, and all applicable federal, state and local laws, rules, and regulations relating to hazardous substances, now existing or hereafter enacted, including, without limitation, New Hampshire Revised Statutes Annotated, Chapters 147-A and 147-B;

"Improvements" mean the buildings, structures and other improvements (if any) presently located on the Premises.

"Indemnitee" means the Lender, its participants in the Loan, if any, and all subsequent holders of any of the Loan Documents, their respective officers, directors, employees, agents, representatives, contractors and subcontractors, and any subsequent owner of the Premises who acquires title thereto from or through the Lender, and the successors and assigns of all the foregoing.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the Environment, including the abandonment or discarding of barrels, containers and other receptacles.

II. REPRESENTATIONS AND WARRANTIES: The Indemnitor represents and warrants to the Lender that the Indemnitor has undertaken due and diligent inquiry by previously having an environmental site assessment prepared and delivered to lender (the "Site Assessment") and to the best of its knowledge there are no environmental issues. Further, Borrower represents that, to the best of its knowledge:

- (A) Except as disclosed in the Site Assessment, the Premises have not been used for the storage, treatment, generation, transportation, processing handling, production or disposal of any Hazardous Substance or as a landfill or other waste disposal site or for military manufacturing or industrial purposes except in compliance with all applicable Environmental Laws.
- (B) Except as disclosed on the Site Assessment, no underground storage tanks are located on the Premises.

- (C) Except as disclosed in the Site Assessment, there has been no Release nor is there the threat of a Release on, at or from the Premises, and the Indemnitor has not received any form of notice or inquiry from any federal, state or local governmental agency or authority, any owner, operator, tenant, subtenant, licensee or occupant of the Premises or any other person with regard to a Release or the threat of a Release on, at or from the Premises.
- (D) All Environmental Permits relating to the Premises have been or will be obtained and are in full force and effect.
- (E) Except as disclosed in the Site Assessment, no event has occurred with respect to the Premises which, with the passage of time or the giving of notice, or both, would constitute a violation of any applicable Environmental Law or non-compliance with any Environmental Permit. Except as disclosed in the Site Assessment, there are no liens, covenants, deed restriction, or notice registration requirements based upon any Environmental Law.
- (F) Except as disclosed in the Site Assessment, there are no agreements, consent orders, decrees, judgments, license or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority relating to the past, present or future ownership, use, operation, sale, transfer or conveyance of the Premises which require any change in the present condition of the Premises or any work, repairs, construction, containment, clean up, investigations, studies, removal or other remedial action or capital expenditures with respect to the Premises.
- (G) Except as disclosed in the Site Assessment, there are no actions, suits, claims or proceedings, pending or threatened, which could cause the incurrence of expenses or costs of any name or description or which seek money damages, injunctive relief, remedial action or any other remedy that arise out of, relate to or result from (i) a violation or alleged violation of any applicable Environmental Law or non-compliance or alleged non-compliance with any Environmental Permit, or (ii) the Release or the presence of any Hazardous Substance or nuisances of whatever kind to the extent the same arise from the condition of the Premises or the ownership, use, operation, sale, transfer or conveyance thereof.

III. COVENANTS: The Indemnitor covenants and agrees with the Lender as follows:

- (A) Except as disclosed in the Site Assessment, the Indemnitor shall not cause or permit the Premises or any part thereof to be used for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance except in the normal course of business and in compliance with all applicable Environmental Laws.

- (B) The Indemnitor shall comply with, and shall cause all operators, tenants, subtenants, licensees and occupants of the Premises to comply with, all applicable Environmental Laws, and all orders, decrees or directives by federal, state, or local courts or government agencies relating thereto, and shall obtain and comply with, and shall cause all operators, tenants, subtenants, licensees and occupants of the Premises to obtain and comply with, all Environmental Permits.
- (C) The Indemnitor shall not cause or permit any change to be made in the present or intended use of the Premises which would (i) involve the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance or the use of the Premises as a landfill or other waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum-based products except in compliance with all applicable Environmental Laws, (ii) violate any applicable Environmental Law, or (iii) constitute non-compliance with any Environmental Permit.
- (D) The Indemnitor shall promptly provide the Lender with a copy of any and all notifications it receives of alleged violation of any Environmental Law or Environmental Permit and which it gives or receives with respect to any past or present Release or the threat of a Release on, at or from the Premises and, in any event, will immediately notify the Lender of any such Release or threat of a Release once Borrower has knowledge of such Release or threat of a Release.
- (E) The Indemnitor shall undertake and complete all investigations, studies, sampling and testing and all removal and other remedial actions necessary to contain, remove and clean up all Hazardous Substances that are determined to be present at the Premises in accordance with all applicable Environmental Laws and all Environmental Permits.
- (F) The Indemnitor shall at all reasonable times allow the Lender and its officers, employees, agents, representatives, contractors and subcontractors reasonable access to the Premises for inspection and testing and to relevant books and records for any item related to compliance with Environmental Laws and Environmental Permits, environmental reporting, record-keeping, notices or violations. The Lender may, in the least intrusive manner reasonably available, inspect and conduct any test on the Premises required in the reasonable professional judgment of the Lender's environmental consultant or legal counsel, including taking soil, air, water, dust, waste or other samples in order to determine whether (i) a Release has occurred or (ii) the Indemnitor or any other party in possession of the Premises are in continuing compliance with all Environmental Laws and Environmental Permits.

- (G) The Indemnitor shall promptly provide the Lender with a written report of the status of compliance with Environmental Laws and Environmental Permits at the Premises as may be requested by the Lender from time to time.
- (H) Except as disclosed in the Site Assessment, if at any time the Lender obtains any credible evidence or information which suggests that potential environmental problems may exist at the Premises, the Lender may require that a full or supplemental environmental inspection and audit report with respect to the Premises, of a scope and level of detail satisfactory to the Lender, be prepared by an environmental engineer or other qualified person acceptable to the Lender, at Indemnitor's expense. Said audit may include a physical inspection of the Premises, a visual inspection of any property adjacent to or within the immediate vicinity of the Premises, personal interviews and a review of all Environmental Permits. If the Lender requires, such inspection shall also include a records search and/or subsurface testing for the presence of Hazardous Substances in the Environment. If said audit report indicates the presence of any Hazardous Substance or a Release or the threat of a Release on, at or from the Premises, the Indemnitor shall promptly undertake and diligently pursue to completion all necessary and appropriate investigative, containment, removal, clean up and other remedial actions, using methods recommended by the engineer or other person who prepared said audit report.
- (I) The Indemnitor agrees to reimburse the Lender for any and all reasonable expenses, costs and fees (including attorneys' fees) incurred in exercising any of the Lender's rights to inspect, investigate, audit, test or review matters under this Agreement. Such costs shall be chargeable to the Borrower and shall be secured by any and all Collateral, as that term is defined in the Mortgage and Security Agreement.

IV. INDEMNIFICATION PROVISIONS: The Indemnitor hereby covenants and agrees, at its sole cost and expense, to indemnify, protect, defend and save harmless each and every Indemnitee from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys', consultants' and experts' fees, expenses and disbursements) of any kind or nature whatsoever by whomever asserted which may at any time be imposed upon, incurred by or asserted or awarded against any Indemnitee relating to, resulting from or arising out of, the past, present or future (1) use of the Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance, except in the normal course of business and in compliance with all applicable Environmental laws, or as a landfill or other waste disposal site or for military, manufacturing or industrial purposes, (2) presence of any Hazardous Substance or a Release or the threat of a Release from the

Premises, (3) appropriate investigative, containment, removal, clean up and other remedial actions with respect to a Release or the threat of any Release from the Premises, (4) human exposure to any Hazardous Substance or nuisances of whatever kind to the extent the same arise from the condition of the Premises or the ownership, use, operation, sale, transfer or conveyance thereof, (5) violation of any applicable Environmental Law, (6) non-compliance with any Environmental Permit, or (7) material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by the Indemnitor in this Agreement or arising out of the Lender's exercise of any of its rights under this Agreement (collectively, the "Indemnified Matters").

The liability of the Indemnitor to each Indemnitee hereunder shall in no way be limited, abridged, impaired or otherwise affected by (i) any amendment or modification of the Loan Documents by or for the benefit of Borrower or any subsequent owner of the Premises, (ii) any extension of time for payment or performance required by any of the Loan Documents, (iii) the release of Borrower, any guarantor of the Loan or any other person from the performance or observance of any of the agreements, covenants, terms or conditions contained in any of the agreements, covenants, terms or provisions of the Loan Documents, (iv) any exculpatory provision contained in any of the Loan Documents limiting the Lender's recourse to property encumbered by the Mortgage or to any other security or limiting the Lender's rights to a deficiency judgment against Borrower, (v) any applicable statute of limitations, (vi) any investigation or inquiry conducted by or on behalf of the Lender or any other Indemnitee or any information which the Lender or any other Indemnitee may have or obtain with respect to the environmental or ecological condition of the Premises, (vii) the sale, assignment or foreclosure of the Note or the Mortgage, (viii) the sale, transfer, conveyance or lease of all or part of the Premises, (ix) the dissolution or liquidation of Borrower, (x) the death or legal incapacity of the Indemnitor, (xi) the release or discharge, in whole or in part, of any of the other Indemnitors in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding, or (xii) any other circumstance which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of the Indemnitor under the Note or the Mortgage.

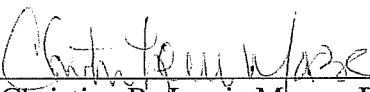
The indemnification agreement contained herein is wholly independent of, and in addition to, any indemnification agreement heretofore given to the Lender or any other Indemnitee as part of the application process for the Loan. The obligation of each Indemnitor hereunder is joint and several.

Notwithstanding the foregoing, in the event that the Bank takes possession of the Premises as a result of the default by Indemnitor, the Bank shall become responsible for any environmental matters arising or occurring on or after the date of its taking possession and assuming management of the daily operations of the Premises.

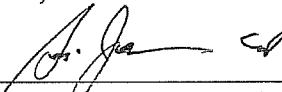
- V. GENERAL PROVISIONS: This indemnity shall survive repayment of the Loan, foreclosure of the Mortgage, or a deed in lieu of foreclosure.
- VI. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.
- VII. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the Indemnitor, its successors and assigns and shall inure to the benefit of each Indemnitee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

Lewis Builders, Inc.
A New Hampshire corporation

By: 
Christine R. Lewis Morse, President

TD BANK, N.A.

By: 
Name: Stephen J. Jaskielevicus
Title: Senior Vice President

Witness

EXHIBIT "A"

TRACT I:

A certain parcel of land with buildings thereon situate partly in Atkinson, County of Rockingham, State of New Hampshire, and partly in Haverhill, County of Essex, Commonwealth of Massachusetts containing about 60 acres, being the same more or less, bounded and lying on the south side of the road leading from Nathaniel Clark to the Atkinson Meeting House and land of the Heirs of Greenleaf Clark; thence by said Heirs' land southwesterly and southerly to the land of Nathaniel Clark and Nathaniel Clark, Sr.; thence by said Clarks' land easterly to the aforesaid mentioned road; thence northerly by said road to the first mentioned road; thence northerly by said road to the first mentioned bound.

There is excepted herefrom lots 1, 2, 3, 4, 5, 9, 10 and 14 as shown, of Plan of Land showing Rolling Acres in Atkinson, N.H., November 1958, duly recorded in the Rockingham County Registry of Deeds as Plan # 02873. Also excluded herefrom is a certain parcel of land conveyed by Lewis Builders Inc. to Merldon, Inc. recorded in the Rockingham County Registry of Deeds at Book 2297, Page 1945. Also, excluded herefrom is lot 13 shown on plan of land entitled "Atkinson Apartments in Atkinson, N.H., owned by Lewis Apartments, Jan. 1979 and recorded in the Rockingham County Registry of Deeds as Plan D-8749.

Being a portion of the premises acquired by Lewis Builders, Inc. under deed of Haverhill Hardware and Plumbing Supply Company, recorded July 27, 1967 in the Rockingham County Registry of Deeds Book 1869, Page 426 and deed of Haverhill Hardware and Plumbing Supply Company, recorded July 27, 1967 in the Essex South District Registry of Deeds at Book 5461, Page 653.

The above described mortgage premises are shown on a Plan recorded in the Rockingham County Registry of Deeds as Plan Number D20394.

TRACT II:

Three (3) Lots of land with the buildings and any improvements thereon, situated on Cobblers Ridge Road, in Danville, Rockingham County, New Hampshire and shown as Lots "Tax Map 3, Lot 7-7", "Tax Map 3, Lot 7-9", and "Tax Map 3, Lot 7-11" on plan entitled "Site Plan in: Danville, N.H., known as: Cobblers Ridge II, Lots 7-7, 7-9, 7-11, for: Lewis Builders Inc., prepared by: Lewis Builders of N.H. Inc., Engineering Dept., 54 Sawyer Ave., Atkinson, N.H. 03811, 603-362-5333, Scale: 1" = 50', Date: December 1988", recorded in the Rockingham County Registry of Deeds at Plan Number D-18974, to which reference is made for a more particular description.

Subject to 50' Wide Access Easement to the Town of Danville, NH as shown on said plan.

Being a portion of the premises conveyed to Lewis Builders, Inc. from Edward D. Gilmore by deed recorded in said Registry of Deeds in Book 2549, Page 1619.

TRACT III: CONTAINING THREE PARCELS AS DESCRIBED BELOW:

PARCEL 1:

The land in East Hampstead, Rockingham County, New Hampshire, with the buildings thereon, being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11; also lot described as "Remainder", said Remainder Lot containing 29 acres, more or less, also the fee in Lewis Lane, all as shown on plan entitled "Subdivision Plan of Lots 9-10-11 East Village Apartments in Hampstead, N.H., drawn for Lewis Builders of N.H. Inc., Scale: 1" = 100', December 1983, H.J. Agudelo, Surveyor", said plan being recorded in Rockingham County Registry of Deeds as Plan #D-12359, and more particularly described as follows:

Beginning on the Easterly side of East Main Street at the Southwest corner of land now or formerly owned by Kenneth Woods; thence running

SOUTHEASTERLY:	in an arc with radius of 69.70 feet for a distance of 132.25 feet to a point; thence
NORTH 58 17' East:	94.63 feet to a bound; thence
NORTH 0 53' 10" East:	224.50 feet to a bound; thence
NORTH 61 11' 40" East:	409.6 feet to a bound; thence
NORTH 9 17' West:	244.66 feet to a bound; thence
SOUTH 62 24' 20" West:	65.53 feet to a bound; thence
NORTH 13 55' 50" West:	262.68 feet to a bound; thence
NORTH 72 13' 10" East:	282.61 feet to a point; thence
NORTH 72 05' 20" East:	1135.13 feet to a point; thence
NORTHEASTERLY:	by land now or formerly of John Grover for a distance of 749.96 feet to a bound; thence
SOUTHEASTERLY:	by land now or formerly of Mitchell and Al-Egaily for a distance of 533.88 feet to a bound; thence
SOUTHWESTERLY:	by land now or formerly of Nicholas Carabellese for a distance of 598.60 feet to a bound; thence
SOUTHEASTERLY:	in two courses by land now or formerly of Ditalio for a distance of 343.2 feet to a bound; thence
SOUTHERLY:	by land now or formerly of Hunt for a distance of 288.40 feet to a bound; thence

SOUTHEASTERLY:	by land now or formerly of Meyer for a distance of 445.50 feet to a bound; thence
SOUTHERLY:	by Brown Hill Road for a distance of 42 feet more or less to a bound; thence
NORTH 88 25' 50" West:	for a distance of 1441.61 feet to a bound; thence
NORTH 41 30' 50" West:	for a distance of 302.84 feet to a bound; thence
SOUTH 50 51' 25" West:	for a distance of 250.73 feet to a bound; thence
NORTHWESTERLY:	by land formerly of Widmar, now of Lewis Builders, Inc., to Lewis Lane; thence
SOUTH 60 25' 10" West:	for a distance of 214.23 feet to a point; thence
SOUTH 58 17' West:	for a distance of 300 feet to East Main Street; thence
NORH 13 00' West:	for a distance of 150 feet by East Main Street to the point of beginning.

See also Plan #B-1674 recorded in the Rockingham County Registry of Deeds.

Being all and the same premises conveyed by deed of Howard Builders, Inc. recorded in said Registry of Deeds in Book 2002, Page 66 and deed of Ralph A. Lewis recorded in said Registry of Deeds in Book 2330, Page 1620.

ALSO: A certain parcel of land, with the buildings thereon, situated in the Easterly part of Hampstead, Rockingham County, New Hampshire, on the Easterly side of the highway leading from Sandown to Plaistow, and bounded as follows:

WESTERLY:	by said highway;
NORTHWESTERLY and	
NORTHEASTERLY:	by land now or formerly of Marilla Kimball and Lucius M. Darbe;
EASTERLY:	by land now or formerly of F. Silloway, formerly of Alden Pillsbury.

Containing three and one-fourth (3 ¼) acres, more or less.

Being all and the same premises conveyed to Lewis Builders, Inc. by deed of Harold I. Widman and Ada E. Widman, dated January 8, 1986 and recorded in the Rockingham County Registry of Deeds in Book 2585, Page 829.

EXCEPTING from this parcel the land conveyed by Lewis Builders, Inc. to Kevin L. Camm and Barbara W. Camm by deed dated June 29, 1987 and recorded in said Registry of Deeds in Book 2689, Page 2029.

SUBJECT TO EASEMENTS to New England Telephone and Telegraph Company recorded in said Registry of Deeds at Book 2044, Page 466, Book 2334, Page 1180, Book 2781, Page 2080 and to New England Telephone and Telegraph Company and Public Service Company of New Hampshire at Book 2540, Page 1728.

PARCEL 2:

Any and all interest The State of New Hampshire has in a certain tract of land Southerly of Route 111, as now traveled, in the Town of Hampstead, County of Rockingham, State of New Hampshire, bounded and described as follows:

Being all the land belonging to The State of New Hampshire lying Southerly of the Southerly Limited Access Right-of-Way near Station 280 + 50, Route 111 Construction Center Line; as shown on a plan of Hampstead, Danville and Kingston S 28(10), S-7759, on file in the records of The State of New Hampshire Department of Transportation; bounded on the East by land formerly of Adeline Wall and now of Lewis Builders Development, Inc.; bounded on the South by land now or formerly of Lewis Builders Development, Inc.; bounded on the West by land formerly of John Grover and now of John and Sherry Grover; bounded on the North by said Southerly Limited Access Right-of-Way.

Containing one and fifty-four hundredths (1.54) acres, more or less and being a portion of those premises conveyed to The State of New Hampshire by Ronald and Linda Breedlove and recorded in the Rockingham County Registry of Deeds on October 30, 1968 in Book 1937, Page 453.

EXCEPTING and RESERVING from this conveyance the following:

1. All rights of access, air, light and view over, and from and to Route 111.
2. Any and all easements, if they exist.

The State of New Hampshire, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that as a covenant running with the land, (1) no person on the ground of race, color, handicap, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, handicap, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that The State of New Hampshire shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle "A", Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

PARCEL 3:

A certain parcel of land situated in Hampstead, Rockingham County, New Hampshire as conveyed to Zelma R. Dickens, late of Amesbury, Massachusetts by deed of Richard H. Dickens and Thelma E. Dickens as sole heirs of Leonard H. Dickens, dated may 17, 1968 and recorded in the Rockingham County Registry of Deeds, Volume 1913, Page 224, to which reference is made for a more particular description.

Being all and the same premises conveyed to Lewis Builders, Inc. by deed of Peter A. Lewis dated October 8, 2002 and recorded in said Registry of Deeds in Book 3861, Page 273.

SCHEDULE B

Site Assessment Reports
Previously delivered to Bank

Flood Certificates

IN BANK'S POSSESSION

*Evidence of
payment of real
estate taxes*

Tax Collector Office Hours

Town of Hampstead
 MON 8am-7pm, TUE, WED, THU 8am-4pm
 FRI 8am - 12noon
 (603) 329-4100

Tax Collector: Patricia P. Curran
 Make Checks payable to Town of Hampstead
 Due on Wednesday, July 1, 2009

2009 HAMPSTEAD PROPERTY TAX - BILL 1 OF 2

LEWIS BUILDERS INC

Map	Lot	Sub	Pg-Line
000018	000062	000001	0305-06
Parcel Location			Acres
6 LEWIS LN			1.770

Tax Rates		Assessments	
County:	\$ 0.49	Taxable Land:	169,100
School:	\$ 7.06	Buildings:	205,900
Town:	\$ 1.19	Total:	375,000
State Ed.:	\$ 1.21		

Invoice	Summary Of Taxes
2009P01030506	First Bill: \$ 3,735.00

Billing Date	05/19/2009	- Abated/Paid:	\$ 0.00
Payment Due Date	07/01/2009	- Vet. Credits:	\$ 0.00
		+ Penalties:	\$ 0.00

Interest Rate	12% APR After 07/01/2009	Amount Due:	\$ 3,735.00
---------------	--------------------------	-------------	-------------

Total Tax Rate:	\$ 9.96 ⁺	Net Value:	375,000
-----------------	----------------------	------------	---------

Inc 3-00-1300

Tax Collector Office Hours

Town of Hampstead
MON 8am-7pm, TUE, WED, THU 8am-4pm
FRI 8am - 12noon
(603) 329-4100

Tax Collector: Patricia P. Curran
Make Checks payable to Town of Hampstead
Due on Wednesday, July 1, 2009

2009 HAMPSTEAD PROPERTY TAX - BILL 1 OF 2**LEWIS BUILDERS INC**

Map	Lot	Sub	Pg-Line
000018	000062	000002	0305-07
Parcel Location			Acres
8 LEWIS LN			3.180

Tax Rates		Assessments	Invoice	Summary Of Taxes	
County:	\$ 0.49	Taxable Land: 231,800	2009P01030507	First Bill:	\$ 8,001.00
School:	\$ 7.06	Buildings: 571,500	Billing Date	- Abated/Paid:	\$ 0.00
Town:	\$ 1.19	Total: 803,300	05/19/2009	- Vet. Credits:	\$ 0.00
State Ed.:	\$ 1.23		Payment Due Date	+ Penalties:	\$ 0.00
			07/01/2009		
			Interest Rate	Amount Due:	\$ 8,001.00
			12% APR After 07/01/2009		

Total Tax Rate:	\$ 9.96 ⁺	Net Value:	803,300
-----------------	----------------------	------------	---------

Due 3-7pm-13pm

Tax Collector Office Hours

Town of Hampstead
MON 8am-7pm, TUE, WED, THU 8am-4pm
FRI 8am - 12noon
(603) 329-4100

Tax Collector: Patricia P. Curran

Make Checks payable to Town of Hampstead

Due on Wednesday, July 1, 2009

2009 HAMPSTEAD PROPERTY TAX - BILL 1 OF 2

LEWIS BUILDERS INC

Map	Lot	Sub	Pg-Line
000018	000062	000003	0306-01
Parcel Location			Acres
16 LEWIS LN			1.450

Tax Rates		Assessments	Invoice	Summary Of Taxes	
County:	\$ 0.49	Taxable Land: 249,800	2009P01030601	First Bill:	\$ 5,381.00
School:	\$ 7.06	Buildings: 290,500	Billing Date	- Abated/Paid:	\$ 0.00
Town:	\$ 4.19	Total: 540,300	05/19/2009	- Vet. Credits:	\$ 0.00
State Ed.:	\$ 1.22		Payment Due Date	+ Penalties:	\$ 0.00
			07/01/2009		
			Interest Rate	Amount Due:	\$ 5,381.00
			12% APR After 07/01/2009		

RECEIVED
JUN 30 2009
nh

Total Tax Rate:	\$ 9.96 +	Net Value:	540,300
-----------------	-----------	------------	---------

Inv 300-1300

Tax Collector Office Hours

Town of Hampstead
 MON 8am-7pm, TUE, WED, THU 8am-4pm
 FRI 8am - 12noon
 (603) 329-4100
 Tax Collector: Patricia P. Curran
 Make Checks payable to Town of Hampstead
 Due on Wednesday, July 1, 2009

2009 HAMPSTEAD PROPERTY TAX -- BILL 1 OF 2

LEWIS BUILDERS INC

Map	Lot	Sub	Pg-Line
000018	000062	000005	0306-03
Parcel Location			Acres
20 LEWIS LN			1.980

Tax Rates

County: \$ 0.49
 School: \$ 7.06
 Town: \$ 1.16
 State Ed.: \$ 1.22

Assessments

Taxable Land: 280,200
 Buildings: 315,300
 Total: 595,500

Invoice

2009P01030603

Billing Date

05/19/2009

Payment Due Date

07/01/2009

Interest Rate

12% APR After 07/01/2009

Summary Of Taxes

First Bill: \$ 5,931.00

- Abated/Paid: \$ 0.00
 - Vet. Credits: \$ 0.00
 + Penalties: \$ 0.00

Amount Due:

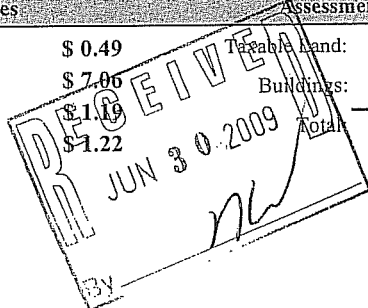
\$ 5,931.00

Total Tax Rate:

\$ 9.96 +

Net Value:

595,500



Enc 3 700-1300

Tax Collector Office Hours

Town of Hampstead
 MON 8am-7pm, TUE, WED, THU 8am-4pm
 FRI 8am - 12noon
 (603) 329-4100

Tax Collector: Patricia P. Curran
 Make Checks payable to Town of Hampstead
 Due on Wednesday, July 1, 2009

2009 HAMPSTEAD PROPERTY TAX - BILL 1 OF 2

LEWIS BUILDERS INC

Map	Lot	Sub	Pg-Line
000018	000062	000009	0306-07
Parcel Location			Acres
21 LEWIS LN			1.030

Tax Rates		Assessments	Invoice	Summary Of Taxes	
County:	\$ 0.49	Taxable Land: 275,000	2009P01030607	First Bill:	\$ 6,208.00
School:	\$ 1.96	Buildings: 348,300	Billing Date	- Abated/Paid:	\$ 0.00
Town:	\$ 1.19	Total: 623,300	05/19/2009	- Vet. Credits:	\$ 0.00
State Ed:	\$ 1.22		Payment Due Date	+ Penalties:	\$ 0.00
			07/01/2009		
			Interest Rate	Amount Due:	\$ 6,208.00
			12% APR After 07/01/2009		

RECEIVED
 JUN 30 2009
 By *na*

Total Tax Rate:	\$ 9.96⁺	Net Value:	623,300
------------------------	----------------------------	-------------------	----------------

Inc 200-1300

Tax Collector Office Hours

Town of Hampstead
 MON 8am-7pm, TUE, WED, THU 8am-4pm
 FRI 8am - 12noon
 (603) 329-4100

Tax Collector: Patricia P. Curran
 Make Checks payable to Town of Hampstead
 Due on Wednesday, July 1, 2009

2009 HAMPSTEAD PROPERTY TAX -- BILL 1 OF 2

LEWIS BUILDERS INC

Map	Lot	Sub	Pg-Line
000018	000062	000006	0306-04
Parcel Location			Acres
24 LEWIS LN			1.860

Tax Rates		Assessments	
County:	\$ 0.49	Taxable Land:	279,600
School:	\$ 2.06	Buildings:	322,200
Town:	\$ 1.19	Total:	601,800
State Ed.:	\$ 4.22		

Invoice
 2009P01030604

Summary Of Taxes
 First Bill: \$ 5,994.00

Billing Date

05/19/2009

Payment Due Date

07/01/2009

- Abated/Paid: \$ 0.00
 - Vet. Credits: \$ 0.00
 + Penalties: \$ 0.00

Interest Rate

12% APR After 07/01/2009

Amount Due:

\$ 5,994.00

Total Tax Rate: \$ 9.96⁺ Net Value: 601,800

Keep this copy for your records + 1st Bill Rate=1/2 Last Year's Final Rate

Inc 300-1300

Tax Collector Office Hours

Town of Hampstead
 MON 8am-7pm, TUE, WED, THU 8am-4pm
 FRI 8am - 12noon
 (603) 329-4100
 Tax Collector: Patricia P. Curran
 Make Checks payable to Town of Hampstead
 Due on Wednesday, July 1, 2009

2009 HAMPSTEAD PROPERTY TAX - BILL 1 OF 2

LEWIS BUILDERS INC

Map	Lot	Sub	Pg-Line
000018	000062	000007	0306-05
Parcel Location			Acres
28 LEWIS LN			2.000

Tax Rates		Assessments	Invoice	Summary Of Taxes	
County:	\$ 0.49	Taxable Land: 280,300	2009P01030605	First Bill:	\$ 6,000.00
School:	\$ 7.06	Buildings: 322,100	Billing Date	- Abated/Paid:	\$ 0.00
Town:	\$ 1.19	Total: 602,400	05/19/2009	- Vet. Credits:	\$ 0.00
State Ed.:	\$ 1.22		Payment Due Date	+ Penalties:	\$ 0.00
			07/01/2009		
			Interest Rate	Amount Due:	\$ 6,000.00
			12% APR After 07/01/2009		

DECEASED
 JUN 30 2009
 BY *MC*

Total Tax Rate:	\$ 9.96⁺	Net Value:	602,400
------------------------	----------------------------	-------------------	----------------

Keep this copy for your records

+ 1st Bill Rate=1/2 Last Year's Final Rate

The 3-00-1300

Tax Collector Office Hours

2009 HAMPSTEAD PROPERTY TAX -- BILL 1 OF 2

Town of Hampstead
 MON 8am-7pm, TUE, WED, THU 8am-4pm
 FRI 8am - 12noon
 (603) 329-4100
 Tax Collector: Patricia P. Curran
 Make Checks payable to Town of Hampstead
 Due on Wednesday, July 1, 2009

LEWIS BUILDERS INC

Map	Lot	Sub	Pg-Line
000018	000062	000004	0306-02
Parcel Location			Acres
LEWIS LN			44.710

Tax Rates		Assessments	
County:	\$ 0.49	Taxable Land:	1,187,000
School:	\$ 7.06	Buildings:	3,463,600
Town:	\$ 1.19	Total:	4,650,600
State Ed.:	\$ 1.22		

Invoice	Summary Of Taxes
2009P01030602	First Bill: \$ 46,320.00

Billing Date	05/19/2009	- Abated/Paid:	\$ 0.00
Payment Due Date	07/01/2009	- Vet. Credits:	\$ 0.00
Interest Rate	12% APR After 07/01/2009	+ Penalties:	\$ 0.00
Amount Due:		\$ 46,320.00	

Total Tax Rate:	\$ 9.96⁺	Net Value:	4,650,600
------------------------	----------------------------	-------------------	------------------

Keep this copy for your records

+ 1st Bill Rate=1/2 Last Year's Final Rate

Inc 300-1300

Tax Collector Office Hours
2009 HAMPSTEAD PROPERTY TAX -- BILL 1 OF 2

Town of Hampstead
 MON 8am-7pm, TUE, WED, THU 8am-4pm
 FRI 8am - 12noon
 (603) 329-4100

Tax Collector: Patricia P. Curran

Make Checks payable to Town of Hampstead

Due on Wednesday, July 1, 2009

LEWIS BUILDERS INC

Map	Lot	Sub	Pg-Line
000018	000062	000010	0307-01
Parcel Location			Acres
LEWIS LN			1.050

Tax Rates		Assessments	Invoice	Summary Of Taxes	
County:	\$ 0.49	Taxable Land: 275,100	2009P01030701	First Bill:	\$ 6,167.00
School:	\$ 7.06	Buildings: 344,100	Billing Date	- Abated/Paid:	\$ 0.00
Town:	\$ 1.19	Total: 619,200	05/19/2009	- Vet. Credits:	\$ 0.00
State Ed.:	\$ 1.32		Payment Due Date	+ Penalties:	\$ 0.00
			07/01/2009		
			Interest Rate	Amount Due:	\$ 6,167.00
			12% APR After 07/01/2009		

Total Tax Rate:	\$ 9.96⁺	Net Value:	619,200
------------------------	----------------------------	-------------------	----------------

Inc 3-00-1300

Tax Collector Office Hours

Town of Hampstead
 MON 8am-7pm, TUE, WED, THU 8am-4pm
 FRI 8am - 12noon
 (603) 329-4100

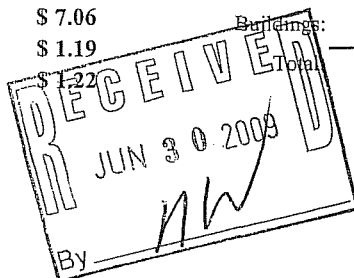
Tax Collector: Patricia P. Curran
 Make Checks payable to Town of Hampstead
 Due on Wednesday, July 1, 2009

2009 HAMPSTEAD PROPERTY TAX - BILL 1 OF 2

LEWIS BUILDERS INC

Map	Lot	Sub	Pg-Line
000018	000062	000011	0307-02
Parcel Location			Acres
12 LEWIS LN			1.890

Tax Rates		Assessments		Invoice	Summary Of Taxes
County:	\$ 0.49	Taxable Land:	197,200	2009P01030702	First Bill: \$ 4,161.00
School:	\$ 7.06	Buildings:	220,600	Billing Date	
Town:	\$ 1.19	Total	417,800	05/19/2009	- Abated/Paid: \$ 0.00
State Ed.:	\$ 1.22			Payment Due Date	- Vet. Credits: \$ 0.00
				07/01/2009	+ Penalties: \$ 0.00
				Interest Rate	
				12% APR After 07/01/2009	Amount Due: \$ 4,161.00



Total Tax Rate:	\$ 9.96 ⁺	Net Value:	417,800
-----------------	----------------------	------------	---------

Due 300-1300

Tax Collector Office Hours:

Town of Hampstead
 MON 8am-7pm, TUE, WED, THU 8am-4pm
 FRI 8am - 12noon
 (603) 329-4100
 Tax Collector: Patricia P. Curran
 Make Checks payable to Town of Hampstead
 Due on Wednesday, July 1, 2009

2009 HAMPSTEAD PROPERTY TAX -- BILL 1 OF 2

LEWIS BUILDERS INC

Map	Lot	Sub	Pg-Line
000018	000062	000008	0306-06
Parcel Location			Acres
15 LEWIS LN			1.200

Tax Rates	Assessments	Invoice	Summary Of Taxes
-----------	-------------	---------	------------------

County: \$ 0.49
 School: \$ 7.06
 Town: \$ 1.19
 State Ed: \$ 1.22

Taxable Land: 275,900
 Buildings: 348,000
 Total: 623,900

2009P01030606

First Bill: \$ 6,214.00

Billing Date

05/19/2009

Payment Due Date

07/01/2009

- Abated/Paid: \$ 0.00

- Vet. Credits: \$ 0.00

+ Penalties: \$ 0.00

Interest Rate

12% APR After 07/01/2009

Amount Due:

\$ 6,214.00

Total Tax Rate: \$ 9.96⁺ Net Value: 623,900

Dnc 3-00-1300

Invoice	Job	Original Invoice Amount	Amount Paid	Discount	Check	Check Date
TOWN OF DANVILLE TAX						
3/7/1152609	05/26/09 N/A 79 COBBLER'S RIDGE RD	3,101.00	3,101.00		11024	06/22/2009
3/7/752609	05/26/09 N/A 67 COBBLER'S RIDGE RD	3,061.00	3,061.00			
3/7/952609	05/26/09 N/A 78 COBBLER'S RIDGE RD	3,064.00	3,064.00			
		9,226.00*	9,226.00*	.00*		
Report Totals:		9,226.00*	9,226.00*	.00*		

Do not endorse or write below this line.

ENDORSE HERE
X
FOR DEPOSIT ONLY
TO THE ACCT. OF
TOWN OF DANVILLE
TAX COLLECTOR
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

4504 20504

JUN 29 09
12 450A

02003201
29-239-15

52201020
001305992

The security features listed below, as well as those not listed, are designed to help you verify the authenticity of your check. Please refer to the back of the check for more information.
Security Features:
- Microprint: The words "Check" and "No. 11024" are printed in microprint along the top edge of the check.
- Watermark: A watermark of the word "Check" is visible when held up to the light.
- Security Thread: A security thread is embedded in the paper.
- Hologram: A hologram is located on the back of the check.
- Color Shift: The numbers "11024" change color when viewed from different angles.
- Ink: The ink used in the check is of high quality and is resistant to fading.

211370545
06/29/2009
301305992

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

211370545 06/29/2009
301305992

THIS DOCUMENT CONTAINS ULTRAVIOLET FIBERS AND A SIMULATED WATERMARK ON THE BACK

LEWIS BUILDERS, INC.
54 SAWYER AVE.
ATKINSON, NH 03811

Banknorth
MASSACHUSETTS

53-7054
2113

011024

Pay: *****Nine thousand two hundred twenty-six dollars and no cents

DATE
June 22, 2009

CHECK NO.
11024

AMOUNT
\$*****9,226.00

PAY
TO THE
ORDER
OF

TOWN OF DANVILLE TAX COLLECTOR
P.O. BOX 29
DANVILLE, NH 03819

LEWIS BUILDERS, INC.

[Signature]

011024 211370545

889201323

0000922600

Tax Collector Office Hours

Town of Danville
 Monday and Tuesday 8:30 - 1, Wed: 8:30 - 2:30
 Thursday: 3-8 PM, Friday: Closed
 603 382-8253 x1
 Tax Collector: Kathleen Eid
 For important tax information, see back of bill.

2009 DANVILLE PROPERTY TAX -- BILL 1 OF 2**LEWIS BUILDERS**

Map	Lot	Sub	Pg-Line
000003	000007	000007	0144-05
Parcel Location			Acres
67 COBBLER'S RIDGE ROAD			3.000

Tax Rates		Assessments		Invoice	Summary Of Taxes
County:	\$ 0.44	Taxable Land:	168,800	2009P01014405	First Bill: \$ 3,061.00
School:	\$ 6.92	Buildings:	132,500	Billing Date	
Town:	\$ 1.69	Total:	301,300	05/26/2009	- Abated/Paid: \$ 0.00
State Ed.:	\$ 1.11			Payment Due Date	- Vet. Credits: \$ 0.00
				07/01/2009	+ Penalties: \$ 0.00
				Interest Rate	Amount Due: \$ 3,061.00
				12% APR After 07/01/2009	

Total Tax Rate:	\$ 10.16 ⁺	Net Value:	301,300
-----------------	-----------------------	------------	---------

Keep this copy for your records

+ 1st Bill Rates=1/2 Last Year's Final Rate

Inc 300-1300

Tax Collector Office Hours

Town of Danville
 Monday and Tuesday 8:30 - 1, Wed: 8:30 - 2:30
 Thursday: 3-8 PM, Friday: Closed
 603 382-8253 x1
 Tax Collector: Kathleen Eid
 For important tax information, see back of bill.

2009 DANVILLE PROPERTY TAX -- BILL 1 OF 2

LEWIS BUILDERS

Map	Lot	Sub	Pg-Line
000003	000007	000009	0144-06
Parcel Location			Acres
78 COBBLER'S RIDGE ROAD			3.040

Tax Rates		Assessments		Invoice	Summary Of Taxes	
County:	\$ 0.44	Taxable Land:	169,000	2009P01014406	First Bill:	\$ 3,064.00
School:	\$ 6.92	Buildings:	132,600	Billing Date	- Abated/Paid:	\$ 0.00
Town:	\$ 1.69	Total:	301,600	05/26/2009	- Vet. Credits:	\$ 0.00
State Ed.:	\$ 1.11			Payment Due Date	+ Penalties:	\$ 0.00
				07/01/2009		
				Interest Rate	Amount Due:	\$ 3,064.00
				12% APR After 07/01/2009		

Total Tax Rate:	\$ 10.16 ⁺	Net Value:	301,600
-----------------	-----------------------	------------	---------

The 300-1300

RECEIVED JUN 30 2009

Tax Collector Office Hours

Town of Danville
Monday and Tuesday 8:30 - 1, Wed: 8:30 - 2:30
Thursday: 3-8 PM, Friday: Closed
603 382-8253 x1
Tax Collector: Kathleen Eid
For important tax information, see back of bill.

2009 DANVILLE PROPERTY TAX -- BILL 1 OF 2

LEWIS BUILDERS

Map	Lot	Sub	Pg-Line
000003	000007	000011	0144-07
Parcel Location			Acres
79 COBBLER'S RIDGE ROAD			4.100

Tax Rates		Assessments	Invoice	Summary Of Taxes
County:	\$ 0.44	Taxable Land: 175,400	2009P01014407	First Bill: \$ 3,101.00
School:	\$ 6.92	Buildings: 129,800	Billing Date	
Town:	\$ 1.69	Total: 305,200	05/26/2009	- Abated/Paid: \$ 0.00
State Ed.:	\$ 1.11		Payment Due Date	- Vet. Credits: \$ 0.00
			07/01/2009	+ Penalties: \$ 0.00
			Interest Rate	
			12% APR After 07/01/2009	Amount Due: \$ 3,101.00

Total Tax Rate:	\$ 10.16⁺	Net Value:	305,200
------------------------	-----------------------------	-------------------	----------------

View this copy for your records + 1st Bill Rate=1/2 Last Year's Final Rate

Inc 3-00-1300

Tax Collector Office Hours

ATKINSON, NH
 Mon 12:30 - 6:30pm
 Wed & Fri 9am to 4pm
 (603) 362-5357

Tax Collector: DEBRA L DESIMONE

This is an estimated bill.

Please make checks payable to Atkinson Tax Collector

2009 ATKINSON, NH PROPERTY TAX -- BILL 1 OF 2

LEWIS BUILDERS, INC

Map	Lot	Sub	Pg-Line
000005	000005	000001	0224-07
Parcel Location			Acres
MAIN ST			0.764

Tax Rates		Assessments		Invoice	Summary Of Taxes	
County:	\$ 0.43	Taxable Land:	180,600	2009P01022407	First Bill:	\$ 3,764.00
School:	\$ 4.85	Buildings:	325,300	Billing Date		
Town:	\$ 1.07	Total:	505,900	05/22/2009	- Abated/Paid:	\$ 0.00
State Ed.:	\$ 1.09			Payment Due Date	- Vet. Credits:	\$ 0.00
				07/01/2009	+ Penalties:	\$ 0.00
				Interest Rate	Amount Due:	\$ 3,764.00
				12% APR After 07/01/2009		

RECEIVED
 JUN 01 2009
Debra L Desimone

Total Tax Rate:	\$ 7.44⁺	Net Value:	505,900
------------------------	----------------------------	-------------------	----------------

Tax Collector Office Hours

ATKINSON, NH
 Mon 12:30 - 6:30pm
 Wed & Fri 9am to 4pm
 (603) 362-5357

Tax Collector: DEBRA L DESIMONE

This is an estimated bill.

Please make checks payable to Atkinson Tax Collector

2009 ATKINSON, NH PROPERTY TAX - BILL 1 OF 2

LEWIS BUILDERS, INC

Map	Lot	Sub	Pg-Line
000005	000005	000002	0225-01
Parcel Location			Acres
LEWIS LN			0.908

Tax Rates		Assessments		Invoice	Summary Of Taxes	
County:	\$ 0.43	Taxable Land:	244,500	2009P01022501	First Bill:	\$ 3,623.00
School:	\$ 4.85	Buildings:	242,400	Billing Date	- Abated/Paid:	\$ 0.00
Town:	\$ 1.07	Total:	486,900	05/22/2009	- Vet. Credits:	\$ 0.00
State Ed.:	\$ 1.09			Payment Due Date	+ Penalties:	\$ 0.00
				07/01/2009		
				Interest Rate	Amount Due:	\$ 3,623.00
				12% APR After 07/01/2009		

RECEIVED
 JUL 01 2009
 Debra L Desimone

Total Tax Rate:	\$ 7.44 ⁺	Net Value:	486,900
-----------------	----------------------	------------	---------

Tax Collector Office Hours
2009 ATKINSON, NH PROPERTY TAX – BILL 1 OF 2

ATKINSON, NH

Mon 12:30 - 6:30pm

Wed & Fri 9am to 4pm

(603) 362-5357

Tax Collector: DEBRA L DESIMONE

This is an estimated bill.

Please make checks payable to Atkinson Tax Collector

LEWIS BUILDERS, INC

Map	Lot	Sub	Pg-Line
000005	000005	000003	0225-02
Parcel Location			Acres
LEWIS LN			1.003

Tax Rates		Assessments		Invoice	Summary Of Taxes
County:	\$ 0.43	Taxable Land:	256,500	2009P01022502	First Bill: \$ 3,703.00
School:	\$ 4.85	Buildings:	241,200	Billing Date	
Town:	\$ 1.07	Total:	497,700	05/22/2009	- Abated/Paid: \$ 0.00
State Ed.:	\$ 1.09			Payment Due Date	- Vet. Credits: \$ 0.00
				07/01/2009	+ Penalties: \$ 0.00

RECEIVED
JUL 01 2009

Debra L Desimone

Interest Rate	Amount Due:	
12% APR After 07/01/2009	\$ 3,703.00	

Total Tax Rate:	\$ 7.44 +	Net Value:	497,700
-----------------	-----------	------------	---------

Tax Collector Office Hours

ATKINSON, NH
Mon 12:30 - 6:30pm
Wed & Fri 9am to 4pm
(603) 362-5357

Tax Collector: DEBRA L DESIMONE

This is an estimated bill.

Please make checks payable to Atkinson Tax Collector

2009 ATKINSON, NH PROPERTY TAX -- BILL 1 OF 2

LEWIS BUILDERS, INC

Map	Lot	Sub	Pg-Line
000005	000005	000004	0225-03
Parcel Location			Acres
LEWIS LN			1.001

Tax Rates	Assessments	Invoice	Summary Of Taxes
-----------	-------------	---------	------------------

County:	\$ 0.43	Taxable Land:	256,500
School:	\$ 4.85	Buildings:	240,600
Town:	\$ 1.07	Total:	497,100
State Ed.:	\$ 1.09		

2009P01022503

First Bill: \$ 3,698.00

Billing Date

05/22/2009

- Abated/Paid: \$ 0.00

Payment Due Date

07/01/2009

- Vet. Credits: \$ 0.00

+ Penalties: \$ 0.00

Interest Rate

12% APR After 07/01/2009

Amount Due:

\$ 3,698.00

RECEIVED
JUL 01 2009
DEBRA L DESIMONE

Total Tax Rate:	\$ 7.44 +	Net Value:	497,100
-----------------	-----------	------------	---------

Tax Collector Office Hours

ATKINSON, NH

Mon 12:30 - 6:30pm

Wed & Fri 9am to 4pm

(603) 362-5357

Tax Collector: DEBRA L DESIMONE

This is an estimated bill.

Please make checks payable to Atkinson Tax Collector

2009 ATKINSON, NH PROPERTY TAX -- BILL 1 OF 2

LEWIS BUILDERS, INC

Map	Lot	Sub	Pg-Line
000005	000005	000005	0225-04
Parcel Location			Acres
LEWIS LN			2.743

Tax Rates		Assessments		Invoice	Summary Of Taxes	
County:	\$ 0.43	Taxable Land:	260,500	2009P01022504	First Bill:	\$ 4,234.00
School:	\$ 4.85	Buildings:	308,600	Billing Date	- Abated/Paid:	\$ 0.00
Town:	\$ 1.07	Total:	569,100	05/22/2009	- Vet. Credits:	\$ 0.00
State Ed.:	\$ 1.09			Payment Due Date	+ Penalties:	\$ 0.00
				07/01/2009		
				Interest Rate	Amount Due:	\$ 4,234.00
				12% APR After 07/01/2009		

RECEIVED
JUL 01 2009
BY: *Debra L Desimone*

Total Tax Rate:	\$ 7.44 +	Net Value:	569,100
-----------------	-----------	------------	---------

Tax Collector Office Hours

ATKINSON, NH

Mon 12:30 - 6:30pm

Wed & Fri 9am to 4pm

(603) 362-5357

Tax Collector: DEBRA L DESIMONE

This is an estimated bill.

Please make checks payable to Atkinson Tax Collector

2009 ATKINSON, NH PROPERTY TAX -- BILL 1 OF 2

LEWIS BUILDERS, INC

Map	Lot	Sub	Pg-Line
000005	000005	000006	0225-05
Parcel Location			Acres
LEWIS LN			1.179

Tax Rates		Assessments	Invoice	Summary Of Taxes
County:	\$ 0.43	Taxable Land: 257,800	2009P01022505	First Bill: \$ 3,942.00
School:	\$ 4.85	Buildings: 272,100	Billing Date	
Town:	\$ 1.07	Total: 529,900	05/22/2009	- Abated/Paid: \$ 0.00
State Ed.:	\$ 1.09		Payment Due Date	- Vet. Credits: \$ 0.00
			07/01/2009	+ Penalties: \$ 0.00
			Interest Rate	
			12% APR After 07/01/2009	Amount Due: \$ 3,942.00

RECEIVED
JUL 01 2009
DEBRA L DESIMONE

Total Tax Rate:	\$ 7.44 ⁺	Net Value:	529,900
-----------------	----------------------	------------	---------

Tax Collector Office Hours

ATKINSON, NH
Mon 12:30 - 6:30pm
Wed & Fri 9am to 4pm
(603) 362-5357

Tax Collector: DEBRA L DESIMONE

This is an estimated bill.

Please make checks payable to Atkinson Tax Collector

2009 ATKINSON, NH PROPERTY TAX - BILL 1 OF 2

LEWIS BUILDERS, INC

Map	Lot	Sub	Pg-Line
000005	000005	000010	0225-06
Parcel Location			Acres
LEWIS LN			1.701

Tax Rates		Assessments	Invoice	Summary Of Taxes	
County:	\$ 0.43	Taxable Land: 261,800	2009P01022506	First Bill:	\$ 4,247.00
School:	\$ 4.85	Buildings: 309,000	Billing Date	- Abated/Paid:	\$ 0.00
Town:	\$ 1.07	Total: 570,800	05/22/2009	- Vet. Credits:	\$ 0.00
State Ed.:	\$ 1.09		Payment Due Date	+ Penalties:	\$ 0.00
			07/01/2009		
			Interest Rate	Amount Due:	\$ 4,247.00
			12% APR After 07/01/2009		

RECEIVED
JUL 01 2009
BY: *Debra L Desimone*

Total Tax Rate:	\$ 7.44 ⁺	Net Value:	570,800
-----------------	----------------------	------------	---------

Tax Collector Office Hours

ATKINSON, NH

Mon 12:30 - 6:30pm

Wed & Fri 9am to 4pm

(603) 362-5357

Tax Collector: DEBRA L DESIMONE

This is an estimated bill.

Please make checks payable to Atkinson Tax Collector

2009 ATKINSON, NH PROPERTY TAX - BILL 1 OF 2

LEWIS BUILDERS, INC

Map	Lot	Sub	Pg-Line
-----	-----	-----	---------

000005	000005	000011	0225-07
--------	--------	--------	---------

Parcel Location	Acres
-----------------	-------

MAIN ST	1.000
---------	-------

Tax Rates	Assessments	Invoice	Summary Of Taxes
-----------	-------------	---------	------------------

County:	\$ 0.43	Taxable Land:	205,200	2009P01022507	First Bill:	\$ 3,826.00
School:	\$ 4.85	Buildings:	309,000			
Town:	\$ 1.07	Total:	514,200			
State Ed.:	\$ 1.09					

Billing Date

05/22/2009

Payment Due Date

07/01/2009

Interest Rate

12% APR After 07/01/2009

- Abated/Paid:	\$ 0.00
- Vet. Credits:	\$ 0.00
+ Penalties:	\$ 0.00

Amount Due:	\$ 3,826.00
-------------	-------------

RECEIVED
JUL 01 2009
DEBRA L DESIMONE

Total Tax Rate:	\$ 7.44 ⁺	Net Value:	514,200
-----------------	----------------------	------------	---------

Tax Collector Office Hours

ATKINSON, NH
Mon 12:30 - 6:30pm
Wed & Fri 9am to 4pm
(603) 362-5357

Tax Collector: DEBRA L DESIMONE

This is an estimated bill.

Please make checks payable to Atkinson Tax Collector

2009 ATKINSON, NH PROPERTY TAX - BILL 1 OF 2

LEWIS BUILDERS, INC

Map	Lot	Sub	Pg-Line
000005	000005	000012	0226-01
Parcel Location			Acres
LEWIS LN			1.249

Tax Rates		Assessments		Invoice	Summary Of Taxes	
County:	\$ 0.43	Taxable Land:	258,400	2009P01022601	First Bill:	\$ 4,221.00
School:	\$ 4.85	Buildings:	309,000	Billing Date		
Town:	\$ 1.07	Total:	567,400	05/22/2009	- Abated/Paid:	\$ 0.00
State Ed.:	\$ 1.09			Payment Due Date	- Vet. Credits:	\$ 0.00
				07/01/2009	+ Penalties:	\$ 0.00
				Interest Rate	Amount Due:	\$ 4,221.00
				12% APR After 07/01/2009		

RECEIVED
JUL 01 2009
Debra L Desimone

Total Tax Rate:	\$ 7.44 +	Net Value:	567,400
-----------------	-----------	------------	---------

Tax Collector Office Hours

ATKINSON, NH
 Mon 12:30 - 6:30pm
 Wed & Fri 9am to 4pm
 (603) 362-5357

Tax Collector: DEBRA L DESIMONE

This is an estimated bill.

Please make checks payable to Atkinson Tax Collector

2009 ATKINSON, NH PROPERTY TAX -- BILL 1 OF 2

LEWIS BUILDERS, INC

Map	Lot	Sub	Pg-Line
000005	000005	000000	0224-06
Parcel Location			Acres
LEWIS LN			4.500

Tax Rates		Assessments		Invoice	Summary Of Taxes	
County:	\$ 0.43	Taxable Land:	282,800	2009P01022406	First Bill:	\$ 9,732.00
School:	\$ 4.85	Buildings:	1,025,200	Billing Date	- Abated/Paid:	\$ 0.00
Town:	\$ 1.07	Total:	1,308,000	05/22/2009	- Vet. Credits:	\$ 0.00
State Ed.:	\$ 1.09			Payment Due Date	+ Penalties:	\$ 0.00
				07/01/2009		
				Interest Rate	Amount Due:	\$ 9,732.00
				12% APR After 07/01/2009		

RECEIVED
 JUL 01 2009
 DEBRA L DESIMONE

Total Tax Rate:	\$ 7.44 ⁺	Net Value:	1,308,000
-----------------	----------------------	------------	-----------

Tax Collector Office Hours

ATKINSON, NH

Mon 12:30 - 6:30pm

Wed & Fri 9am to 4pm

(603) 362-5357

Tax Collector: DEBRA L DESIMONE

This is an estimated bill.

Please make checks payable to Atkinson Tax Collector

2009 ATKINSON, NH PROPERTY TAX - BILL 1 OF 2

LEWIS, ALICE E. REV LIVING TRU

Map	Lot	Sub	Pg-Line
000008	000003	000001	0226-04
Parcel Location			Acres
54 SAWYER AVE			21.800

Tax Rates
Assessments
Invoice
Summary Of Taxes

County:	\$ 0.43	Taxable Land:	566,900
School:	\$ 4.85	Buildings:	656,000
Town:	\$ 1.07	Total:	1,222,900
State Ed.:	\$ 1.09		

2009P01022604

First Bill: \$ 9,098.00

Billing Date

05/22/2009

Payment Due Date

07/01/2009

- Abated/Paid: \$ 0.00

- Vet. Credits: \$ 0.00

+ Penalties: \$ 0.00

Interest Rate

12% APR After 07/01/2009

Amount Due:
\$ 9,098.00

RECEIVED
JUL 01 2009

Debra L Desimone

Total Tax Rate:

\$ 7.44 +

Net Value:
1,222,900

DISBURSEMENT AUTHORIZATION

TO: TD Bank, N.A.
SETTLEMENT AGENT: LAMPERT, HAUSLER & RODMAN, P.C.
Ten North Road,
Chelmsford, MA 01824

DATE: August 14, 2009

BORROWER. Lewis Builders, Inc. and
The Hampstead Area Water Company, Inc.

LENDER: TD Bank, N.A.

LOAN AMOUNT: \$1,450,000.00

PRIMARY PURPOSE OF LOAN: The primary purpose of this Loan is for commercial purposes and refinancing of intracompany loans.

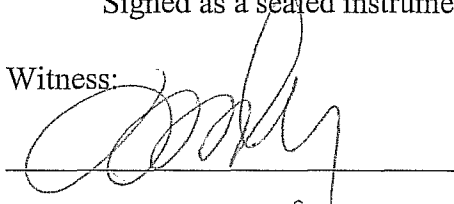
DISBURSEMENT PROCEDURE: Borrowers understand that no loan proceeds will be disbursed until all of Lender's conditions for making the Loan have been satisfied.

We, the undersigned, hereby authorize the above-referenced Lender and Settlement Agent to disburse the proceeds of the Loan in accordance with the Settlement Statement of even date herewith.

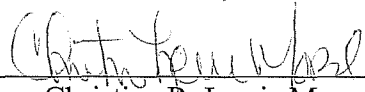
FINANCIAL CONDITION: BY SIGNING THIS AUTHORIZATION, EACH BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO ADVERSE CHANGE IN BORROWERS' FINANCIAL CONDITION AS DISCLOSED IN BORROWERS' MOST RECENT FINANCIAL STATEMENTS TO LENDER.

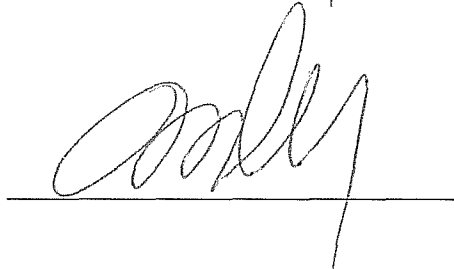
Signed as a sealed instrument this 14th day of August, 2009.

Witness:

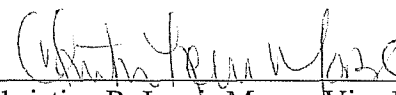


LEWIS BUILDERS, INC.

By: 
Christine R. Lewis Morse, President



THE HAMPSTEAD AREA WATER COMPANY, INC.

By: 
Christine R. Lewis Morse, Vice President

TD BANKNORTH, N.A.

BORROWER: Lewis Builders, Inc.
FIRST MORTGAGE LOAN AMOUNT: \$1,450,000.00
DATE: August 14, 2009

LOAN AMOUNT: \$1,450,000.00

DISBURSEMENTS:

Registry of Deeds -	\$	544.00
NH Mortgages \$369.00		
MA Mortgage \$175.00		
State of New Hampshire – UCC-1 (2)	\$	96.00
TD Banknorth, N.A.	\$	7,250.00
Origination Fee \$7,250.00		
Title Rundowns	\$	150.00
First American Title Insurance	\$	2,450.00
Courier Fee – UPS	\$	40.00
Lampert, Hausler & Rodman, P.C.	\$	2,750.00
Hampstead Area Water Company.		<u>\$1,436,720.00</u>

TOTAL DISBURSEMENTS: \$1,450,000.00

LEWIS BUILDERS, INC.

By: Christine R. Lewis Morse
Christine R. Lewis Morse, President

Dated: August 14, 2009

SECURITY AGREEMENT

THE HAMPSTEAD AREA WATER COMPANY, INC., a New Hampshire corporation with a usual and customary address at 54 Sawyer Ave., Atkinson, NH 03811 (referred to as the "Debtor") hereby grants to **TD BANK, N.A.** (the "Bank"), with an address of 370 Main Street, Worcester, MA 01608, or **HOLDER**, a security interest in all of the Debtor's present and future right, title and interest in and to any and all of the following property whether now existing or hereafter created (all of which is hereinafter called the "Collateral") relating to the land, building and improvements described in a certain Loan Agreement dated August 14, 2009 between Debtor and the Bank:

COLLATERAL:

All equipment and fixtures, as defined in the Uniform Commercial Code as in effect in New Hampshire as of the date hereof and all machinery, tools, parts, furniture, furnishings, motor vehicles and other personal property, tangible or intangible, presently owned or hereafter acquired by the Debtor, together with additions and accessions thereto and substitutions and replacements therefore and the products and proceeds (including insurance and condemnation proceeds) thereof;

All inventory and goods as defined in the Uniform Commercial Code as in effect in New Hampshire as of the date hereof, whether presently owned or hereafter acquired, including, without limitation, all inventory in the possession of others or in transit, all goods held for sale or lease or to be furnished under contracts for service or which have been so furnished, raw materials, work in process, and materials used or consumed or to be used or consumed in the business of the Debtor, and completed and unshipped merchandise, and the products and the proceeds (including insurance and condemnation proceeds) of the foregoing;

All accounts, chattel paper, instruments, documents and general intangibles, as defined in the Uniform Commercial Code as in effect in New Hampshire as of the date hereof, including those now existing and those hereafter arising or coming into existence, and including, without limitation, all rights of payment for goods sold or leased or services rendered, all rights of payment under contracts whether or not currently due or not yet earned by performance and accounts receivable arising or to arise therefrom, and all rights of the Debtor in and to the goods represented thereby including returned and repossessed goods, and all rights the Debtor may have or acquire for securing or enforcing the foregoing, including, without limitation, the rights to reserves, deposits, income tax refunds, choses in action, judgments or insurance proceeds, and the products and proceeds of all of the foregoing;

All goodwill, trade secrets, computer programs, customer lists, trade names, trademarks, copyrights, franchises, licenses and patents and the proceeds thereof;

All books and records relating to the conduct of Debtor's business;

All plans, specifications, surveys and agreements and all other permits, rights, licenses and agreements relating to the development and use of the land and buildings/improvements thereon and defined as the Mortgaged Premises in the Loan Agreement;

Any deposits, credits, collateral or property of the Debtor at any time now or hereafter in the possession, custody, safekeeping or control of the Bank (the "Deposits and Securities"); and

And all additions thereto, substitutions and replacements therefor and the products and proceeds (including insurance and condemnation proceeds) thereof.

To secure the payment and performance of all liabilities and obligations now or hereafter owing from the Debtor to the Bank of whatever kind or nature, whether or not currently contemplated at the time of this Agreement, whether such obligations be direct or indirect, absolute or contingent or due or to become due, including all obligations of the Debtor, actual or contingent, in respect of letters of credit or banker's acceptances issued by the Bank for the account of or guaranteed by the Debtor and all obligations of any partnership or joint venture as to which Debtor is or may become liable (the "Obligations"), which term shall include all accrued interest and all costs and expenses, including attorney's fees, costs and expenses relating to the appraisal and/or valuation of assets and all costs and expenses incurred or paid by the Bank in exercising, preserving, defending, collecting, administering, enforcing or protecting any of its rights under the Obligations or hereunder or with respect to the Collateral or in any litigation arising out of the transactions evidenced by the Obligations). After default, the Bank shall have the unrestricted right from time to time to apply (or to change any application already made) the proceeds of any of the Collateral to any Obligations, as the Bank, in its sole discretion, may determine.

I. Representations and Warranties of Debtor

The Debtor hereby represents and warrants that:

(a) Debtor is qualified to do business in every state in which the nature of its business conducted or the character of its property owned in such state would require such qualification.

(b) Debtor has the power to execute, deliver and perform this Agreement, to borrow from the Bank or to guaranty to the Bank the obligations of others. The execution, delivery and performance of this Agreement and any notes, guaranties or other documents, instruments or agreements evidencing Debtor's obligations to the Bank have been duly authorized, if Debtor is a corporation, partnership, trust or other legal entity, will not violate the articles or organization, partnership agreement, declaration of trust or other or similar organizational documents or the

bylaws of the Debtor, if the Debtor is a corporation, partnership, trust or other legal entity, or any law, regulation or court order, and will not result in a default under any agreement or indenture to which the Debtor is a party.

(c) Debtor has furnished to the Bank such tax returns, financial statements, including balance sheets and income statements showing profit (or loss) and other information about the Debtor's financial condition as the Bank shall have requested. These tax returns, financial statements and other information fairly present the financial condition of the Debtor for the periods then ended, reflect all known liabilities, direct or contingent, and, if financial statements, have been prepared in accordance with generally accepted accounting principles applied on a consistent basis. There has been no material adverse change in the assets, liabilities, financial condition or business of Debtor since the date of any financial statements, tax returns or other information delivered to the Bank before or after the date of this Agreement.

(d) Debtor has good and marketable title to the property and assets which are reflected on its financial statements, tax returns or other information. All of the Collateral is owned by the Debtor free and clear of all liens, pledges, security interests and mortgages, except for liens, pledges, security interests or mortgages in favor of the Bank or liens, pledges, security interests or mortgages **previously disclosed to the Bank in writing**. No effective financing statement covering the Collateral or any proceeds thereof is on file in any public office except those disclosed in writing to the Bank.

(e) There is no suit or proceeding at law or in equity affecting the Debtor or any of its properties which, if adversely determined, would materially impair the rights of the Debtor to carry on its business substantially as it is now being conducted or would have a materially adverse effect upon the financial condition of the Debtor. The Debtor is not a party to any document, agreement or instrument, and is not subject to any charge, order or other restriction, materially and adversely affecting its business, properties, assets, operations or condition, financial or otherwise, except as previously disclosed to the Bank in writing.

(f) Debtor has filed all federal, state and local tax returns and other reports it is required by law to file and has paid all taxes and other charges that are due and payable.

(g) Debtor is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any document, agreement or instrument to which Debtor is a party, except for minor defaults in purchase or sale orders or other agreements which neither individually nor in the aggregate have a materially adverse effect on the Debtor.

(h) Debtor has not changed its name, been a party to a merger, or used any other corporate or fictitious name except as previously described to the Bank in writing.

(i) The place where Debtor keeps its records concerning the Collateral, the Debtor's principal place of business and the Debtor's chief executive office is the location set forth at the

beginning of this Agreement. The Collateral is now and will continue to be kept at the location set forth at the beginning of this Agreement and the following additional locations until such time as the written consent of the Bank to a change in location is received:

II. Covenants of Debtor

The Debtor hereby agrees and covenants that:

(a) Debtor will keep the Collateral free from all liens, security interests and encumbrances except for the security interest granted herein or those specifically permitted, in writing, by the Bank and will defend the Collateral against all claims and demands of all persons at any time claiming any interest therein. The Debtor will not sell or otherwise transfer the Collateral or any interest therein except in the ordinary course of business.

(b) Debtor will not change its name without giving the Bank 30 days prior written notice in which it sets forth its new name and the date on which the new name shall first be used. Debtor shall maintain its principal place of business and chief executive office or if the Debtor is an individual with no place of business, its residence, at the address set forth in the beginning of this Agreement. Debtor shall, at all times, keep the Bank accurately informed in writing of each location where the Debtor's assets are kept and of each of its places of business and Debtor shall not remove any records to another state or change the location or open or close, move or change any existing or new place of business without giving the Bank at least thirty (30) days' prior written notice thereof.

(c) Debtor will, at its expense, furnish to the Bank, upon Bank's demand, such further information, will execute and deliver to the Bank such financing statements and other agreements, instruments or documents, and will do all such acts as the Bank may, at any time or from time to time, reasonably request, or as may be necessary or appropriate to establish and maintain a valid and enforceable first security interest of the Bank in the Collateral.

(d) Debtor will keep the Collateral (to the extent that it consists of tangible property) at all times insured against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties as the Bank may reasonably require, including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, under such terms, for such periods and written by such companies or underwriters as the Bank may approve, which approval may not be unreasonably withheld, losses in all cases to be payable first to the Bank "as its interest may appear." All policies of insurance shall provide for at least thirty (30) days' prior written notice of cancellation to the Bank, and the Debtor shall furnish the Bank with certificates of such insurance or other evidence satisfactory to the Bank as to compliance with the provisions of this paragraph. Debtor hereby irrevocably appoints the Bank to act as attorney-in-fact for the Debtor in making, adjusting and settling claims under such policies of insurance or endorsing the Debtor's name on any drafts drawn by insurers of the Collateral or any other document to effect collection.

(e) Debtor will notify the Bank in writing promptly upon its learning of any event, condition, loss, damage, litigation, administrative proceeding or other circumstance which may materially and adversely affect the assets, liabilities, financial condition or business of the Debtor or the Bank's security interest in the Collateral. In the event that the Bank, in its sole reasonable discretion, shall determine that there has been any loss, damage or material diminution in the value of the Collateral, the Debtor will, whenever the Bank requests, pay to the Bank such amount as the Bank, in its sole discretion, shall have determined represents such loss, damage or material diminution in value (any such payment not to affect the Bank's security interest in such Collateral).

(f) Debtor will keep the Collateral in good order and repair, will not waste or destroy the Collateral or any part thereof and will not use the Collateral in violation of any applicable statute, ordinance or policy of insurance thereon. The Bank may examine and inspect the Collateral, the Debtor's books and records and any documents or instruments relating to the Collateral at any reasonable time or times wherever located.

(g) Debtor will preserve and keep in force its existence and will promptly pay all lawful taxes and assessments. Excluding the Debtor's acquisition of new equipment from time to time for the benefit of the New Hampshire Department of Environmental Services, the Debtor will not (i) incur indebtedness for borrowed money or issue or sell any obligations of the Debtor, other than indebtedness to the Bank or indebtedness subordinated in payment and priority to all indebtedness to the Bank and in form satisfactory to the Bank, (ii) sell any of its assets other than inventory in the ordinary course of its business, (iii) incur, create or assume or suffer to exist any security interest, mortgage, pledge, lien or other encumbrance on its assets other than those in favor of the Bank or (iv) guarantee or otherwise in any way become responsible for obligations of others except for the endorsement of instruments for deposit or collection in the ordinary course of business.

(h) At the request of the Bank, Debtor will furnish to the Bank periodic financial statements as set forth in the Mortgage and Loan Agreement of even date, in form and detail satisfactory to the Bank, and Debtor's signed and filed tax returns. All financial statements will fairly present the financial condition of the Debtor and the results of its operations for the periods then ended, will reflect all known liabilities, direct or contingent, and will be prepared in accordance with generally accepted accounting principles applied on a consistent basis. The Debtor will also, at such intervals as the Bank may request, notify the Bank, upon a form satisfactory to the Bank, of all Collateral which has come into existence since the date hereof or the date of the last such notification.

(i) At its option, but without obligation to do so, and if Debtor fails to do so, the Bank may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral; may place and pay for insurance on the Collateral; may order and pay for the repair, maintenance and preservation of the Collateral; and may pay any fees for filing or

recording such instruments or documents as may be necessary or desirable to perfect the security interest granted herein. The Debtor agrees to reimburse the Bank on demand for any payment made or any expense incurred by the Bank pursuant to the foregoing authorization, and all such payments and expenses shall constitute part of the principal amount of Obligations hereby secured and shall bear interest at the highest rate payable on the Obligations of the Debtor to the Bank.

(j) If the Debtor shall create, assume or permit to exist any lien, pledge, security interest, mortgage or encumbrance upon any of its property or assets whether now owned or hereafter acquired, other than liens, pledges, security interests, mortgages or encumbrances existing as of the date hereof and disclosed to the Bank in writing or permitted pursuant to this or any agreement related to the Obligations, it will secure the Obligations or cause them to be secured by any such lien, pledge, security interest, mortgage or encumbrance equally and ratably with any and all indebtedness thereby secured.

(k) If any part of the Collateral is a fixture, the Debtor will, on demand, furnish the Bank with a disclaimer or release signed by all persons having an interest in the real estate or any interest in the Collateral which is prior to the Bank's interest.

(l) All representations now or hereafter made by the Debtor to the Bank, whether in this Agreement or in any supporting or supplemental documentation or statement are, will be, and shall continue to be true and correct in all respects.

III. Events of Default

The occurrence of any one or more of the Events of Default (as that term is defined in the Loan Agreement and Notes) shall constitute an "Event of Default" under this Security Agreement.

IV. Remedies

Upon and after the occurrence of an Event of Default or, if the Obligation is a demand Obligation, then at any time after demand, all of the Obligations may, at the option of the Bank and without demand (except for the necessity of demand for any demand Obligation), notice or legal process of any kind, be declared, and immediately shall become due and payable. The Bank shall have the following additional rights and remedies:

(a) All of the rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law or at equity, all of which rights and remedies shall be cumulative and non-exclusive, to the extent permitted by law, in addition to any other rights and remedies contained in this Security Agreement or in any document, instrument or agreement evidencing, governing or securing the Obligations.

(b) The right to (i) take possession of the Collateral, without resort to legal process and without prior notice to Debtor, and for that purpose Debtor hereby irrevocably appoints the Bank its attorney-in-fact to enter upon any premises on which the Collateral or any part thereof may be situated and remove the Collateral therefrom, or (ii) require the Debtor to assemble the Collateral and make it available to Bank in a place to be designated by the Bank, in its sole discretion. The Debtor shall make available to the Bank all premises, locations and facilities necessary for the Bank's taking possession of the Collateral or for removing or putting the Collateral in saleable form.

(c) The right to sell or otherwise dispose of all or any part of the Collateral by public or private sale or sales. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Bank will give the Debtor at least thirty (30) days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition (which may include, without limitation, a public sale or lease of all or part of the Collateral) is to be made. The Debtor agrees that thirty (30) days is a reasonable time for such notice. The Bank, its employees, attorneys and agents may bid and become purchasers at any such sale, if public, and may purchase at any private sale any of the Collateral that is of a type customarily sold on a recognized market or which is subject to widely distributed standard price quotations. Any public or private sale shall be free from any right of redemption which the Debtor waives and releases. If there is a deficiency after such sale and the application of the net proceeds from such sale, the Debtor shall be responsible for the same, with interest.

(d) The right (and Debtor irrevocably appoints the Bank as attorney-in-fact for the Debtor for this purpose, such appointment being coupled with an interest), without prior notice to Debtor and without resort to legal process, to notify the persons liable for payment of all accounts (as defined in the Uniform Commercial Code) at any time and direct such persons to make payments directly to the Bank, and to perform all acts the Debtor could take to collect on such accounts, including, but without limitation, the right to notify postal authorities to change the address for delivery, open mail, endorse checks, bring collection suits, and realize upon Collateral securing such accounts. At the Bank's request, all bills and statements sent by the Debtor to the persons liable for payments of such accounts shall state that they have been assigned to, and are solely payable to, the Bank, and Debtor shall direct persons liable for the payment of such accounts to pay directly to the Bank any sums due or to become due on account thereof.

(e) The right, from time to time without demand or notice, to apply and set off any or all of the Deposits and Securities against, any and all Obligations even though such Obligations be unmatured.

V. Waivers

(a) Debtor (i) acknowledges that this Agreement is part of a commercial transaction.

(b) The Debtor waives notice of presentment, protest or notice of protest of the Collateral and all other notices, consents to any renewals or extensions of time of payment thereof.

VI. General

(a) No waiver by the Bank of any failure to pay or perform shall be effective unless in writing nor operate as a waiver of any other failure to pay or perform or of the same failure to pay or perform on a future occasion, nor shall the failure or delay of the Bank to exercise, or the partial exercise of, any right, power or privilege provided for hereunder in any circumstances preclude the full exercise of such right, power or privilege in the same or similar circumstances in the future or the exercise of any other right or remedy.

(b) This Security Agreement is intended as the final, complete and exclusive statement of the provisions contained in this Security Agreement. No amendment, modification, termination or waiver of any provision of this Security Agreement or consent to any departure by the Debtor therefrom shall, in any event, be effective unless the same shall be in writing and signed by the Bank. Any waiver of, or consent to any departure from, any provision of this Security Agreement shall be effective only in the specific instance of and for the specific purpose for which it is given, and shall not be deemed to extend to similar situations or to the same situation at a subsequent time. No notice to or demand upon the Debtor shall in any case entitle Debtor to any other or further notice or demand in similar or other circumstances.

(c) All rights of the Bank hereunder shall inure to the benefit of its successors and assigns, and all obligations of the Debtor shall bind the heirs, legal representatives, successors and assigns of Debtor.

(d) Upon default, Debtor will pay to the Bank on demand any and all costs and expenses, including attorney's fees, costs and expenses relating to the appraisal and/or valuation of assets and all costs and expenses incurred or paid by the Bank in exercising, collecting, establishing, defending, preserving, protecting, administering or enforcing any of its rights in the Collateral or under any of the Obligations.

(e) This Security Agreement and the security interest created hereby shall be governed by and construed in accordance with the laws of the State of New Hampshire.

(f) Whenever possible, each provision of this Security Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall to any extent be held invalid or unenforceable, then only such provision shall be deemed ineffective and the remainder of this Security Agreement shall not be affected.

(g) If the Debtor is a partnership, all agreements and Obligations of the Debtor under, pursuant to or in connection with this Agreement shall remain in force and effect,

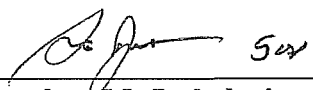
notwithstanding any changes in the individuals comprising the partnership and the term "Debtor" shall include any alternate or successor partnerships (but any predecessor partnerships and their partners shall not thereby be released from any agreements or Obligations).

(h) Debtor hereby acknowledges receipt of a full completed copy of this Security Agreement.

IN WITNESS WHEREOF, Debtor has duly authorized and executed this Agreement as a sealed agreement this 14th day of August, 2009.

SECURED PARTY:

TD BANKNORTH, N.A.

By: 
Stephen M. Jaskilevicius, S.V.P.

DEBTOR:

**THE HAMPSTEAD AREA WATER
COMPANY INC.**

By: 
Christine R. Lewis Morse, President

SECURITY AGREEMENT

LEWIS BUILDERS, INC., a New Hampshire corporation with a usual and customary address at 54 Sawyer Ave., Atkinson, NH 03811 (referred to as the "Debtor") hereby grants to TD BANK, N.A. (the "Bank"), with an address of 370 Main Street, Worcester, MA 01608, or HOLDER, a security interest in all of the Debtor's present and future right, title and interest in and to any and all of the following property whether now existing or hereafter created (all of which is hereinafter called the "Collateral") relating to the land, building and improvements described in a certain Loan Agreement dated August 14, 2009 between Debtor and the Bank:

COLLATERAL:

All equipment and fixtures, as defined in the Uniform Commercial Code as in effect in New Hampshire as of the date hereof and all machinery, tools, parts, furniture, furnishings, motor vehicles and other personal property, tangible or intangible, presently owned or hereafter acquired by the Debtor, together with additions and accessions thereto and substitutions and replacements therefore and the products and proceeds (including insurance and condemnation proceeds) thereof;

All inventory and goods as defined in the Uniform Commercial Code as in effect in New Hampshire as of the date hereof, whether presently owned or hereafter acquired, including, without limitation, all inventory in the possession of others or in transit, all goods held for sale or lease or to be furnished under contracts for service or which have been so furnished, raw materials, work in process, and materials used or consumed or to be used or consumed in the business of the Debtor, and completed and unshipped merchandise, and the products and the proceeds (including insurance and condemnation proceeds) of the foregoing;

All accounts, chattel paper, instruments, documents and general intangibles, as defined in the Uniform Commercial Code as in effect in New Hampshire as of the date hereof, including those now existing and those hereafter arising or coming into existence, and including, without limitation, all rights of payment for goods sold or leased or services rendered, all rights of payment under contracts whether or not currently due or not yet earned by performance and accounts receivable arising or to arise therefrom, and all rights of the Debtor in and to the goods represented thereby including returned and repossessed goods, and all rights the Debtor may have or acquire for securing or enforcing the foregoing, including, without limitation, the rights to reserves, deposits, income tax refunds, choses in action, judgments or insurance proceeds, and the products and proceeds of all of the foregoing;

All goodwill, trade secrets, computer programs, customer lists, trade names, trademarks, copyrights, franchises, licenses and patents and the proceeds thereof;

All books and records relating to the conduct of Debtor's business;

All plans, specifications, surveys and agreements and all other permits, rights, licenses and agreements relating to the development and use of the land and buildings/improvements thereon and defined as the Mortgaged Premises in the Loan Agreement;

Any deposits, credits, collateral or property of the Debtor at any time now or hereafter in the possession, custody, safekeeping or control of the Bank (the "Deposits and Securities"); and

And all additions thereto, substitutions and replacements therefor and the products and proceeds (including insurance and condemnation proceeds) thereof.

To secure the payment and performance of all liabilities and obligations now or hereafter owing from the Debtor to the Bank of whatever kind or nature, whether or not currently contemplated at the time of this Agreement, whether such obligations be direct or indirect, absolute or contingent or due or to become due, including all obligations of the Debtor, actual or contingent, in respect of letters of credit or banker's acceptances issued by the Bank for the account of or guaranteed by the Debtor and all obligations of any partnership or joint venture as to which Debtor is or may become liable (the "Obligations"), which term shall include all accrued interest and all costs and expenses, including attorney's fees, costs and expenses relating to the appraisal and/or valuation of assets and all costs and expenses incurred or paid by the Bank in exercising, preserving, defending, collecting, administering, enforcing or protecting any of its rights under the Obligations or hereunder or with respect to the Collateral or in any litigation arising out of the transactions evidenced by the Obligations). After default, the Bank shall have the unrestricted right from time to time to apply (or to change any application already made) the proceeds of any of the Collateral to any Obligations, as the Bank, in its sole discretion, may determine.

I. Representations and Warranties of Debtor

The Debtor hereby represents and warrants that:

(a) Debtor is qualified to do business in every state in which the nature of its business conducted or the character of its property owned in such state would require such qualification.

(b) Debtor has the power to execute, deliver and perform this Agreement, to borrow from the Bank or to guaranty to the Bank the obligations of others. The execution, delivery and performance of this Agreement and any notes, guaranties or other documents, instruments or agreements evidencing Debtor's obligations to the Bank have been duly authorized, if Debtor is a corporation, partnership, trust or other legal entity, will not violate the articles or organization, partnership agreement, declaration of trust or other or similar organizational documents or the bylaws of the Debtor, if the Debtor is a corporation, partnership, trust or other legal entity, or any

law, regulation or court order, and will not result in a default under any agreement or indenture to which the Debtor is a party.

(c) Debtor has furnished to the Bank such tax returns, financial statements, including balance sheets and income statements showing profit (or loss) and other information about the Debtor's financial condition as the Bank shall have requested. These tax returns, financial statements and other information fairly present the financial condition of the Debtor for the periods then ended, reflect all known liabilities, direct or contingent, and, if financial statements, have been prepared in accordance with generally accepted accounting principles applied on a consistent basis. There has been no material adverse change in the assets, liabilities, financial condition or business of Debtor since the date of any financial statements, tax returns or other information delivered to the Bank before or after the date of this Agreement.

(d) Debtor has good and marketable title to the property and assets which are reflected on its financial statements, tax returns or other information. All of the Collateral is owned by the Debtor free and clear of all liens, pledges, security interests and mortgages, except for liens, pledges, security interests or mortgages in favor of the Bank or liens, pledges, security interests or mortgages previously disclosed to the Bank in writing. No effective financing statement covering the Collateral or any proceeds thereof is on file in any public office except those disclosed in writing to the Bank.

(e) There is no suit or proceeding at law or in equity affecting the Debtor or any of its properties which, if adversely determined, would materially impair the rights of the Debtor to carry on its business substantially as it is now being conducted or would have a materially adverse effect upon the financial condition of the Debtor. The Debtor is not a party to any document, agreement or instrument, and is not subject to any charge, order or other restriction, materially and adversely affecting its business, properties, assets, operations or condition, financial or otherwise, except as previously disclosed to the Bank in writing.

(f) Debtor has filed all federal, state and local tax returns and other reports it is required by law to file and has paid all taxes and other charges that are due and payable.

(g) Debtor is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any document, agreement or instrument to which Debtor is a party, except for minor defaults in purchase or sale orders or other agreements which neither individually nor in the aggregate have a materially adverse effect on the Debtor.

(h) Debtor has not changed its name, been a party to a merger, or used any other corporate or fictitious name except as previously described to the Bank in writing.

(i) The place where Debtor keeps its records concerning the Collateral, the Debtor's principal place of business and the Debtor's chief executive office is the location set forth at the beginning of this Agreement. The Collateral is now and will continue to be kept at the location

set forth at the beginning of this Agreement and the following additional locations until such time as the written consent of the Bank to a change in location is received:

II. Covenants of Debtor

The Debtor hereby agrees and covenants that:

(a) Debtor will keep the Collateral free from all liens, security interests and encumbrances except for the security interest granted herein or those specifically permitted, in writing, by the Bank and will defend the Collateral against all claims and demands of all persons at any time claiming any interest therein. The Debtor will not sell or otherwise transfer the Collateral or any interest therein except in the ordinary course of business.

(b) Debtor will not change its name without giving the Bank 30 days prior written notice in which it sets forth its new name and the date on which the new name shall first be used. Debtor shall maintain its principal place of business and chief executive office or if the Debtor is an individual with no place of business, its residence, at the address set forth in the beginning of this Agreement. Debtor shall, at all times, keep the Bank accurately informed in writing of each location where the Debtor's assets are kept and of each of its places of business and Debtor shall not remove any records to another state or change the location or open or close, move or change any existing or new place of business without giving the Bank at least thirty (30) days' prior written notice thereof.

(c) Debtor will, at its expense, furnish to the Bank, upon Bank's demand, such further information, will execute and deliver to the Bank such financing statements and other agreements, instruments or documents, and will do all such acts as the Bank may, at any time or from time to time, reasonably request, or as may be necessary or appropriate to establish and maintain a valid and enforceable first security interest of the Bank in the Collateral.

(d) Debtor will keep the Collateral (to the extent that it consists of tangible property) at all times insured against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties as the Bank may reasonably require, including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, under such terms, for such periods and written by such companies or underwriters as the Bank may approve, which approval may not be unreasonably withheld, losses in all cases to be payable first to the Bank "as its interest may appear." All policies of insurance shall provide for at least thirty (30) days' prior written notice of cancellation to the Bank, and the Debtor shall furnish the Bank with certificates of such insurance or other evidence satisfactory to the Bank as to compliance with the provisions of this paragraph. Debtor hereby irrevocably appoints the Bank to act as attorney-in-fact for the Debtor in making, adjusting and settling claims under such policies of insurance or endorsing the Debtor's name on any drafts drawn by insurers of the Collateral or any other document to effect collection.

(e) Debtor will notify the Bank in writing promptly upon its learning of any event, condition, loss, damage, litigation, administrative proceeding or other circumstance which may materially and adversely affect the assets, liabilities, financial condition or business of the Debtor or the Bank's security interest in the Collateral. In the event that the Bank, in its sole reasonable discretion, shall determine that there has been any loss, damage or material diminution in the value of the Collateral, the Debtor will, whenever the Bank requests, pay to the Bank such amount as the Bank, in its sole discretion, shall have determined represents such loss, damage or material diminution in value (any such payment not to affect the Bank's security interest in such Collateral).

(f) Debtor will keep the Collateral in good order and repair, will not waste or destroy the Collateral or any part thereof and will not use the Collateral in violation of any applicable statute, ordinance or policy of insurance thereon. The Bank may examine and inspect the Collateral, the Debtor's books and records and any documents or instruments relating to the Collateral at any reasonable time or times wherever located.

(g) Debtor will preserve and keep in force its existence and will promptly pay all lawful taxes and assessments. Unless the Bank consents in writing, the Debtor will not (i) incur indebtedness for borrowed money or issue or sell any obligations of the Debtor, other than indebtedness to the Bank or indebtedness subordinated in payment and priority to all indebtedness to the Bank and in form satisfactory to the Bank, (ii) sell any of its assets other than inventory in the ordinary course of its business, (iii) incur, create or assume or suffer to exist any security interest, mortgage, pledge, lien or other encumbrance on its assets other than those in favor of the Bank or (iv) guarantee or otherwise in any way become responsible for obligations of others except for the endorsement of instruments for deposit or collection in the ordinary course of business.

(h) At the request of the Bank, Debtor will furnish to the Bank periodic financial statements as set forth in the Mortgage and Loan Agreement of even date, in form and detail satisfactory to the Bank, and Debtor's signed and filed tax returns. All financial statements will fairly present the financial condition of the Debtor and the results of its operations for the periods then ended, will reflect all known liabilities, direct or contingent, and will be prepared in accordance with generally accepted accounting principles applied on a consistent basis. The Debtor will also, at such intervals as the Bank may request, notify the Bank, upon a form satisfactory to the Bank, of all Collateral which has come into existence since the date hereof or the date of the last such notification.

(i) At its option, but without obligation to do so, and if Debtor fails to do so, the Bank may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral; may place and pay for insurance on the Collateral; may order and pay for the repair, maintenance and preservation of the Collateral; and may pay any fees for filing or recording such instruments or documents as may be necessary or desirable to perfect the security interest granted herein. The Debtor agrees to reimburse the Bank on demand for any payment

made or any expense incurred by the Bank pursuant to the foregoing authorization, and all such payments and expenses shall constitute part of the principal amount of Obligations hereby secured and shall bear interest at the default rate payable on the Obligations of the Debtor to the Bank.

(j) If the Debtor shall create, assume or permit to exist any lien, pledge, security interest, mortgage or encumbrance upon any of its property or assets whether now owned or hereafter acquired, other than liens, pledges, security interests, mortgages or encumbrances existing as of the date hereof and disclosed to the Bank in writing or permitted pursuant to this or any agreement related to the Obligations, it will secure the Obligations or cause them to be secured by any such lien, pledge, security interest, mortgage or encumbrance equally and ratably with any and all indebtedness thereby secured.

(k) If any part of the Collateral is a fixture, the Debtor will, on demand, furnish the Bank with a disclaimer or release signed by all persons having an interest in the real estate or any interest in the Collateral which is prior to the Bank's interest.

(l) All representations now or hereafter made by the Debtor to the Bank, whether in this Agreement or in any supporting or supplemental documentation or statement are, will be, and shall continue to be true and correct in all respects.

III. Events of Default

The occurrence of any one or more of the Events of Default (as that term is defined in the Loan Agreement and Notes) shall constitute an "Event of Default" under this Security Agreement.

IV. Remedies

Upon and after the occurrence of an Event of Default or, if the Obligation is a demand Obligation, then at any time after demand, all of the Obligations may, at the option of the Bank and without demand (except for the necessity of demand for any demand Obligation), notice or legal process of any kind, be declared, and immediately shall become due and payable. The Bank shall have the following additional rights and remedies:

(a) All of the rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law or at equity, all of which rights and remedies shall be cumulative and non-exclusive, to the extent permitted by law, in addition to any other rights and remedies contained in this Security Agreement or in any document, instrument or agreement evidencing, governing or securing the Obligations.

(b) The right to (i) take possession of the Collateral, without resort to legal process and without prior notice to Debtor, and for that purpose Debtor hereby irrevocably appoints the

Bank its attorney-in-fact to enter upon any premises on which the Collateral or any part thereof may be situated and remove the Collateral therefrom, or (ii) require the Debtor to assemble the Collateral and make it available to Bank in a place to be designated by the Bank, in its sole discretion. The Debtor shall make available to the Bank all premises, locations and facilities necessary for the Bank's taking possession of the Collateral or for removing or putting the Collateral in saleable form.

(c) The right to sell or otherwise dispose of all or any part of the Collateral by public or private sale or sales. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Bank will give the Debtor at least thirty (30) days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition (which may include, without limitation, a public sale or lease of all or part of the Collateral) is to be made. The Debtor agrees that thirty (30) days is a reasonable time for such notice. The Bank, its employees, attorneys and agents may bid and become purchasers at any such sale, if public, and may purchase at any private sale any of the Collateral that is of a type customarily sold on a recognized market or which is subject to widely distributed standard price quotations. Any public or private sale shall be free from any right of redemption which the Debtor waives and releases. If there is a deficiency after such sale and the application of the net proceeds from such sale, the Debtor shall be responsible for the same, with interest.

(d) The right (and Debtor irrevocably appoints the Bank as attorney-in-fact for the Debtor for this purpose, such appointment being coupled with an interest), without prior notice to Debtor and without resort to legal process, to notify the persons liable for payment of all accounts (as defined in the Uniform Commercial Code) at any time and direct such persons to make payments directly to the Bank, and to perform all acts the Debtor could take to collect on such accounts, including, but without limitation, the right to notify postal authorities to change the address for delivery, open mail, endorse checks, bring collection suits, and realize upon Collateral securing such accounts. At the Bank's request, all bills and statements sent by the Debtor to the persons liable for payments of such accounts shall state that they have been assigned to, and are solely payable to, the Bank, and Debtor shall direct persons liable for the payment of such accounts to pay directly to the Bank any sums due or to become due on account thereof.

(e) The right, from time to time without demand or notice, to apply and set off any or all of the Deposits and Securities against, any and all Obligations even though such Obligations be unmatured.

V. Waivers

(a) Debtor acknowledges that this Agreement is part of a commercial transaction.

(b) The Debtor waives notice of presentment, protest or notice of protest of the Collateral and all other notices, consents to any renewals or extensions of time of payment thereof.

VI. General

(a) No waiver by the Bank of any failure to pay or perform shall be effective unless in writing nor operate as a waiver of any other failure to pay or perform or of the same failure to pay or perform on a future occasion, nor shall the failure or delay of the Bank to exercise, or the partial exercise of, any right, power or privilege provided for hereunder in any circumstances preclude the full exercise of such right, power or privilege in the same or similar circumstances in the future or the exercise of any other right or remedy.

(b) This Security Agreement is intended as the final, complete and exclusive statement of the provisions contained in this Security Agreement. No amendment, modification, termination or waiver of any provision of this Security Agreement or consent to any departure by the Debtor therefrom shall, in any event, be effective unless the same shall be in writing and signed by the Bank. Any waiver of, or consent to any departure from, any provision of this Security Agreement shall be effective only in the specific instance of and for the specific purpose for which it is given, and shall not be deemed to extend to similar situations or to the same situation at a subsequent time. No notice to or demand upon the Debtor shall in any case entitle Debtor to any other or further notice or demand in similar or other circumstances.

(c) All rights of the Bank hereunder shall inure to the benefit of its successors and assigns, and all obligations of the Debtor shall bind the heirs, legal representatives, successors and assigns of Debtor.

(d) Upon default, Debtor will pay to the Bank on demand any and all costs and expenses, including attorney's fees, costs and expenses relating to the appraisal and/or valuation of assets and all costs and expenses incurred or paid by the Bank in exercising, collecting, establishing, defending, preserving, protecting, administering or enforcing any of its rights in the Collateral or under any of the Obligations.

(e) This Security Agreement and the security interest created hereby shall be governed by and construed in accordance with the laws of the State of New Hampshire.

(f) Whenever possible, each provision of this Security Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall to any extent be held invalid or unenforceable, then only such provision shall be deemed ineffective and the remainder of this Security Agreement shall not be affected.

(g) If the Debtor is a partnership, all agreements and Obligations of the Debtor under, pursuant to or in connection with this Agreement shall remain in force and effect,

L A M P E R T
H A U S L E R
R O D M A N
P R O F E S S I O N A L C O R P O R A T I O N

10 NORTH ROAD
CHELMSFORD, MA 01824
TELEPHONE 978-256-6080
FACSIMILE 978-256-0515
E-MAIL lhrlaw.com

August 14, 2009

Secretary of State's Office
UCC Division
State House, Room 204
107 N. Main Street
Concord, NH 03301-4989

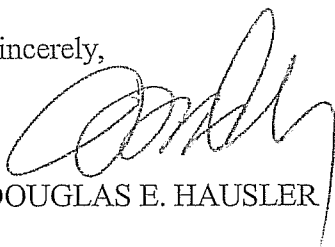
RE: UCC-1 Financing Statements
Lewis Builders, Inc. and The Hampstead Area Water Company, Inc.

Dear Sir/Madam:

Enclosed herewith please find for recording two (2) UCC-1 Statements with attached exhibits regarding the above-referenced matter to be recorded with your office. A check is also enclosed for your charges. Kindly record the instrument at your earliest opportunity.

If you should have any questions, please advise me.

Sincerely,


DOUGLAS E. HAUSLER

Enclosures

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Douglas E. Hausler, Esq.
LAMPERT, HAUSLER & RODMAN, P.C.
10 North Road
Chelmsford, MA 01824

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Lewis Builders, Inc.

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

54 Sawyer Avenue

CITY

Atkinson

STATE

NH

POSTAL CODE

03811

COUNTRY

USA

1d. TAX ID#: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION
Corporation

1f. JURISDICTION OF ORGANIZATION
New Hampshire

1g. ORGANIZATIONAL I.D.#, if any

☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID#: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL I.D.#, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OF ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

TD Bank, N.A.

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

370 Main Street

CITY

Worcester

STATE

MA

POSTAL CODE

01608

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

Property Address: Lots East Village Apartments, Lewis Lane, Hampstead, NH
Atkinson Apartments, Lewis Lane, Atkinson, NH and
67, 78 and 79 Cobblers Ridge, Danville, NH

See Schedule A attached hereto and incorporated herein by reference.

To be filed with: New Hampshire Secretary of State

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG.LIEN	<input type="checkbox"/> NON-UCC FILING
6. This FINANCING STATEMENT is to be file (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2					
8. OPTIONAL FILER REFERENCE DATA						

SCHEDULE A TO FINANCING STATEMENTS

A security interest in all of the Debtor's present and future right, title and interest in and to any and all of the following property whether now existing or hereafter created (all of which is hereinafter called the "Collateral"):

COLLATERAL:

All equipment and fixtures, as defined in the Uniform Commercial Code as in effect in New Hampshire as of the date hereof and all machinery, tools, parts, furniture, furnishings, motor vehicles and other personal property, tangible or intangible, presently owned or hereafter acquired by the Debtor, together with additions and accessions thereto and substitutions and replacements therefore and the products and proceeds (including insurance and condemnation proceeds) thereof;

All inventory and goods as defined in the Uniform Commercial Code as in effect in New Hampshire as of the date hereof, whether presently owned or hereafter acquired, including, without limitation, all inventory in the possession of others or in transit, all goods held for sale or lease or to be furnished under contracts for service or which have been so furnished, raw materials, work in process, and materials used or consumed or to be used or consumed in the business of the Debtor, and completed and unshipped merchandise, and the products and the proceeds (including insurance and condemnation proceeds) of the foregoing;

All accounts, chattel paper, instruments, documents and general intangibles, as defined in the Uniform Commercial Code as in effect in New Hampshire as of the date hereof, including those now existing and those hereafter arising or coming into existence, and including, without limitation, all rights of payment for goods sold or leased or services rendered, all rights of payment under contracts whether or not currently due or not yet earned by performance and accounts receivable arising or to arise therefrom, and all rights of the Debtor in and to the goods represented thereby including returned and repossessed goods, and all rights the Debtor may have or acquire for securing or enforcing the foregoing, including, without limitation, the rights to reserves, deposits, income tax refunds, choses in action, judgments or insurance proceeds, and the products and proceeds of all of the foregoing;

All goodwill, trade secrets, computer programs, customer lists, trade names, trademarks, copyrights, franchises, licenses and patents and the proceeds thereof;

All books and records relating to the conduct of Debtor's business;

Any deposits, credits, collateral or property of the Debtor at any time now or hereafter in the possession, custody, safekeeping or control of the Bank (the "Deposits and Securities"); and

And all additions thereto, substitutions and replacements therefor and the products and proceeds (including insurance and condemnation proceeds) thereof.

Subject to all loan advances from NHDES State Revolving Loan Fund

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Douglas E. Hausler, Esq.
LAMPERT, HAUSLER & RODMAN, P.C.
10 North Road
Chelmsford, MA 01824

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME THE HAMPSTEAD AREA WATER COMPANY, INC.				
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 54 Sawyer Avenue		CITY Atkinson	STATE NH	POSTAL CODE 03811	COUNTRY USA
1d. TAX ID#: SSN OR EIN	ADD'NL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION New Hampshire	1g. ORGANIZATIONAL I.D.#, if any	<input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID#: SSN OR EIN	ADD'NL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL I.D.#, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OF ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME TD Bank, N.A.				
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 370 Main Street		CITY Worcester	STATE MA	POSTAL CODE 01608	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto and incorporated herein by reference.

To be filed with: New Hampshire Secretary of State

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. This FINANCING STATEMENT is to be file (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)	<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2				
8. OPTIONAL FILER REFERENCE DATA						

SCHEDULE A TO FINANCING STATEMENTS

A security interest in all of the Debtor's present and future right, title and interest in and to any and all of the following property whether now existing or hereafter created (all of which is hereinafter called the "Collateral"):

COLLATERAL:

All equipment and fixtures, as defined in the Uniform Commercial Code as in effect in New Hampshire as of the date hereof and all machinery, tools, parts, furniture, furnishings, motor vehicles and other personal property, tangible or intangible, presently owned or hereafter acquired by the Debtor, together with additions and accessions thereto and substitutions and replacements therefore and the products and proceeds (including insurance and condemnation proceeds) thereof;

All inventory and goods as defined in the Uniform Commercial Code as in effect in New Hampshire as of the date hereof, whether presently owned or hereafter acquired, including, without limitation, all inventory in the possession of others or in transit, all goods held for sale or lease or to be furnished under contracts for service or which have been so furnished, raw materials, work in process, and materials used or consumed or to be used or consumed in the business of the Debtor, and completed and unshipped merchandise, and the products and the proceeds (including insurance and condemnation proceeds) of the foregoing;

All accounts, chattel paper, instruments, documents and general intangibles, as defined in the Uniform Commercial Code as in effect in New Hampshire as of the date hereof, including those now existing and those hereafter arising or coming into existence, and including, without limitation, all rights of payment for goods sold or leased or services rendered, all rights of payment under contracts whether or not currently due or not yet earned by performance and accounts receivable arising or to arise therefrom, and all rights of the Debtor in and to the goods represented thereby including returned and repossessed goods, and all rights the Debtor may have or acquire for securing or enforcing the foregoing, including, without limitation, the rights to reserves, deposits, income tax refunds, choses in action, judgments or insurance proceeds, and the products and proceeds of all of the foregoing;

All goodwill, trade secrets, computer programs, customer lists, trade names, trademarks, copyrights, franchises, licenses and patents and the proceeds thereof;

All books and records relating to the conduct of Debtor's business;

Any deposits, credits, collateral or property of the Debtor at any time now or hereafter in the possession, custody, safekeeping or control of the Bank (the "Deposits and Securities"); and

And all additions thereto, substitutions and replacements therefor and the products and proceeds (including insurance and condemnation proceeds) thereof.

Subject to all loan advances from NHDES State Revolving Loan Fund

First American Title Insurance Company

COMMERCIAL MECHANIC'S LIEN AND PERSONS IN POSSESSION AFFIDAVIT

NAME OF INSURED: TD Bank, N.A. Amount of Policy: \$1,450,000.00

PROPERTY IS LOCATED AT: East Village Apartments, Lewis Lane, Hampstead, NH; Atkinson Apartments, off Lewis Lane, Atkinson, NH; and 67, 78 and 79 Cobblers Ridge, Danville, NH


The above named insured requests First American Title Insurance Company (hereinafter referred to as "FIRST AMERICAN") to issue its policy of title insurance without exception for and insuring against any loss arising from possible unfilled mechanic's and/or materialmen's liens or claims, and/or arising from the rights of tenants or parties in possession with respect to the above-referenced property. In consideration of such insurance, and in order to induce FIRST AMERICAN to provide such insurance, the undersigned (hereinafter referred to as "INDEMNITOR") agrees to and undertakes the following obligations:

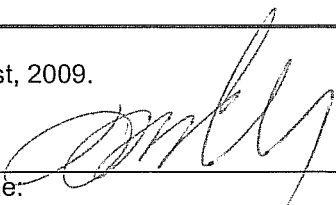
1. INDEMNITOR hereby agrees to, and hereby does indemnify FIRST AMERICAN for any loss, cost or damage including attorneys fees resulting from any such mechanic's and/or materialmen's liens or from any such rights of tenants or parties in possession.
2. In the event that any lien, claim or action arises as indemnified against hereinabove, is filed, recorded, made or commenced with respect to the above-referenced property, INDEMNITOR shall upon written demand cause such lien, claim or action to be removed, terminated, satisfied, released or otherwise disposed of in any form and manner satisfactory to FIRST AMERICAN.
3. If within ten (10) days after written demand, INDEMNITOR has unreasonably failed to cause any lien, claim or action to be removed, terminated, satisfied, released or discharged, INDEMNITOR hereby agrees to reimburse or repay in full any reasonable costs and expenses incurred by FIRST AMERICAN as a result of any reasonable action taken by FIRST AMERICAN to extinguish such lien, claim or action.
4. The total liability INDEMNITOR assumes under this agreement shall not exceed the face AMOUNT of Policy issued in connection with the above-reference property.
5. The INDEMNITOR hereby further swears and represents that there are no tenants or person in possession other than those listed below.

Per leases with each tenant as disclosed to Bank/Lender

6. Any notice required to be given to INDEMNITOR shall be deemed given if sent by certified or registered mail to INDEMNITOR at the following address, and if no address is listed, at the address of the property specified above:

EXECUTED as a sealed instrument to all parties on this 14th day of August, 2009.

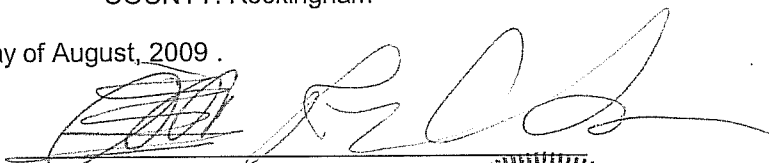
BY: 
Name: Christine R. Lewis Morse
Title: President

Witnessed by: 
Name: _____

STATE: New Hampshire

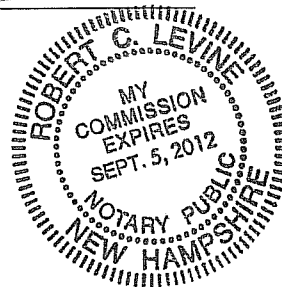
COUNTY: Rockingham

Subscribed and sworn to before me this 14th day of August, 2009 .



Notary Public

My Commission Expires:



Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Hampstead Area Water Company, Inc.

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

54 Sawyer Avenue

City, state, and ZIP code

Atkinson, NH 03811

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

02

0429697

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Christopher M. [Signature] Vice President

Date ▶ **8/14/09**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate *Instructions for the Requester of Form W-9*.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Lewis Builders, Inc.

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

54 Sawyer Avenue

City, state, and ZIP code

Atkinson, NH 03811

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

02

0260603

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Justin Spink, President

Date ▶

8/14/09

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Christine R. Lewis Morse	
	Business name, if different from above Christine (Lewis) Morse Revocable Trust of 2000	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Revocable Trust	
	Address (number, street, and apt. or suite no.) 54 Sawyer Avenue	Requester's name and address (optional)
	City, state, and ZIP code Atkinson, NH 03811	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number		
003	62	0241
or		
Employer identification number		

Part II Certification

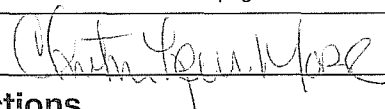
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶



Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Lampert Hausler Rodman, P.C.
10 North Road
Chelmsford, MA 01824

Privacy Policy Notice

Purpose of this Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Lampert, Hausler and Rodman, P.C.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

DATE: 8/14/09

Borrower's Name

Christina Fournier

Borrower's Name _____

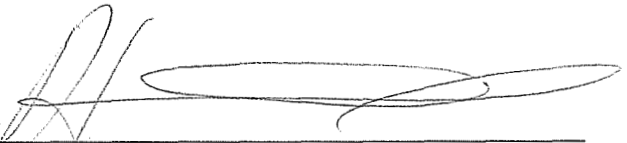
NAME AFFIDAVIT

STATE OF New Hampshire

COUNTY OF Rockingham


Before me, the undersigned authority, on this day personally appeared Harold J. Morse, known to me, who having been first duly sworn, upon oath, deposes and says that he is also identified by the following names:

and that he is one and the same person.

By 
Harold J. Morse

Subscribed and sworn to before me, on this 14th day of August, 2009.




Notary Public
My Commission Expires:

NAME AFFIDAVIT

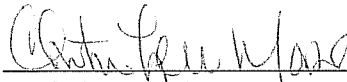
STATE OF New Hampshire

COUNTY OF Rockingham

Before me, the undersigned authority, on this day personally appeared Christine Lewis Morse, known to me, who having been first duly sworn, upon oath, deposes and says that she is also identified by the following names:

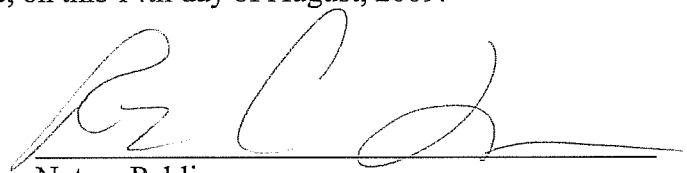
CHRISTINE R. LEWIS MORSE

and that she is one and the same person.


Christine Lewis Morse

Subscribed and sworn to before me, on this 14th day of August, 2009.




Notary Public
My Commission Expires: