

EXHIBIT A  
STATE OF NEW HAMPSHIRE  
Turnpike System Revenue Bonds, 1987 Series

	Coupon	Principal	Interest	D/S
05/01/95			246,392.50	246,392.50
11/01/95	7.000%	1,530,000.00	246,392.50	1,776,392.50
05/01/96			192,842.50	192,842.50
11/01/96	7.200%	1,640,000.00	192,842.50	1,832,842.50
05/01/97			133,802.50	133,802.50
11/01/97	7.300%	1,755,000.00	133,802.50	1,888,802.50
05/01/98			69,745.00	69,745.00
11/01/98	7.400%	1,885,000.00	69,745.00	1,954,745.00
05/01/99				
		6,810,000.00	1,285,565.00	8,095,565.00

EXHIBIT A  
 STATE OF NEW HAMPSHIRE  
 Turnpike System Revenue Bonds, 1990 Series

	Coupon	Principal	Interest	D/S
04/01/95	6.400%	1,375,000.00	554,895.00	1,929,895.00
10/01/95			510,895.00	510,895.00
04/01/96	6.500%	1,460,000.00	510,895.00	1,970,895.00
10/01/96			463,445.00	463,445.00
04/01/97	6.600%	1,555,000.00	463,445.00	2,018,445.00
10/01/97			412,130.00	412,130.00
04/01/98	6.750%	1,660,000.00	412,130.00	2,072,130.00
10/01/98			356,105.00	356,105.00
04/01/99	6.800%	1,770,000.00	356,105.00	2,126,105.00
10/01/99			295,925.00	295,925.00
04/01/2000	6.900%	1,890,000.00	295,925.00	2,185,925.00
10/01/2000			230,720.00	230,720.00
04/01/2001	7.000%	2,020,000.00	230,720.00	2,250,720.00
10/01/2001			160,020.00	160,020.00
04/01/2002	7.100%	2,160,000.00	160,020.00	2,320,020.00
10/01/2002			83,340.00	83,340.00
04/01/2003	7.200%	2,315,000.00	83,340.00	2,398,340.00
		16,205,000.00	5,580,055.00	21,785,055.00

EXHIBIT A  
STATE OF NEW HAMPSHIRE  
Turnpike System Revenue Bonds, 1991 Refunding Series A

	Coupon	Principal	Interest	D/S
05/01/95			1,412,636.25	1,412,636.25
11/01/95	5.650%	305,000.00	1,412,636.25	1,717,636.25
05/01/96			1,404,020.00	1,404,020.00
11/01/96	5.800%	330,000.00	1,404,020.00	1,734,020.00
05/01/97			1,394,450.00	1,394,450.00
11/01/97	5.900%	350,000.00	1,394,450.00	1,744,450.00
05/01/98			1,384,125.00	1,384,125.00
11/01/98	6.100%	365,000.00	1,384,125.00	1,749,125.00
05/01/99			1,372,992.50	1,372,992.50
11/01/99	6.300%	385,000.00	1,372,992.50	1,757,992.50
05/01/2000			1,360,865.00	1,360,865.00
11/01/2000	6.400%	415,000.00	1,360,865.00	1,775,865.00
05/01/2001			1,347,585.00	1,347,585.00
11/01/2001	6.500%	440,000.00	1,347,585.00	1,787,585.00
05/01/2002			1,333,285.00	1,333,285.00
11/01/2002	6.600%	470,000.00	1,333,285.00	1,803,285.00
05/01/2003			1,317,775.00	1,317,775.00
11/01/2003	7.000%	3,220,000.00	1,317,775.00	4,537,775.00
05/01/2004			1,205,075.00	1,205,075.00
11/01/2004	7.000%	3,450,000.00	1,205,075.00	4,655,075.00
05/01/2005			1,084,325.00	1,084,325.00
11/01/2005	7.000%	3,690,000.00	1,084,325.00	4,774,325.00
05/01/2006			955,175.00	955,175.00
11/01/2006	7.000%	3,955,000.00	955,175.00	4,910,175.00
05/01/2007			816,750.00	816,750.00
11/01/2007	6.750%	4,220,000.00	816,750.00	5,036,750.00
05/01/2008			674,325.00	674,325.00
11/01/2008	6.750%	4,515,000.00	674,325.00	5,189,325.00
05/01/2009			521,943.75	521,943.75
11/01/2009	6.750%	4,815,000.00	521,943.75	5,336,943.75
05/01/2010			359,437.50	359,437.50
11/01/2010	6.750%	5,145,000.00	359,437.50	5,504,437.50
05/01/2011			185,793.75	185,793.75
11/01/2011	6.750%	5,505,000.00	185,793.75	5,690,793.75
05/01/2012				0.00
		41,575,000.00	36,261,117.50	77,836,117.50

EXHIBIT A  
STATE OF NEWHAMPSHIRE  
Turnpike System Revenue Bonds, 1992 Refunding Series

	Coupon	Principal	Interest	D/S
04/01/95	4.100%	545,000.00	2,859,900.00	3,404,900.00
10/01/95			2,848,727.50	2,848,727.50
04/01/96	4.500%	510,000.00	2,848,727.50	3,358,727.50
10/01/96			2,837,252.50	2,837,252.50
04/01/97	4.700%	700,000.00	2,837,252.50	3,537,252.50
10/01/97			2,820,802.50	2,820,802.50
04/01/98	4.800%	240,000.00	2,820,802.50	3,060,802.50
10/01/98			2,815,042.50	2,815,042.50
04/01/99	5.000%	1,730,000.00	2,815,042.50	4,545,042.50
10/01/99			2,771,792.50	2,771,792.50
04/01/2000	5.250%	2,785,000.00	2,771,792.50	5,556,792.50
10/01/2000			2,698,686.25	2,698,686.25
04/01/2001	5.300%	2,710,000.00	2,698,686.25	5,408,686.25
10/01/2001			2,626,871.25	2,626,871.25
04/01/2002	5.400%	3,525,000.00	2,626,871.25	6,151,871.25
10/01/2002			2,531,696.25	2,531,696.25
04/01/2003	5.500%	1,700,000.00	2,531,696.25	4,231,696.25
10/01/2003			2,484,946.25	2,484,946.25
04/01/2004	5.600%	3,060,000.00	2,484,946.25	5,544,946.25
10/01/2004			2,399,266.25	2,399,266.25
04/01/2005	5.700%	3,235,000.00	2,399,266.25	5,634,266.25
10/01/2005			2,307,068.75	2,307,068.75
04/01/2006	5.800%	3,415,000.00	2,307,068.75	5,722,068.75
10/01/2006			2,208,033.75	2,208,033.75
04/01/2007	5.900%	3,620,000.00	2,208,033.75	5,828,033.75
10/01/2007			2,101,243.75	2,101,243.75
04/01/2008	6.000%	3,830,000.00	2,101,243.75	5,931,243.75
10/01/2008			1,986,343.75	1,986,343.75
04/01/2009	6.000%	4,060,000.00	1,986,343.75	6,046,343.75
10/01/2009			1,864,543.75	1,864,543.75
04/01/2010	6.000%	4,305,000.00	1,864,543.75	6,169,543.75
10/01/2010			1,735,393.75	1,735,393.75
04/01/2011	6.000%	4,560,000.00	1,735,393.75	6,295,393.75
10/01/2011			1,598,593.75	1,598,593.75
04/01/2012	6.000%	4,840,000.00	1,598,593.75	6,438,593.75
10/01/2012			1,453,393.75	1,453,393.75
04/01/2013	6.000%	5,125,000.00	1,453,393.75	6,578,393.75
10/01/2013			1,299,643.75	1,299,643.75
04/01/2014	5.750%	5,435,000.00	1,299,643.75	6,734,643.75
10/01/2014			1,143,387.50	1,143,387.50
04/01/2015	5.750%	5,745,000.00	1,143,387.50	6,888,387.50
10/01/2015			978,218.75	978,218.75
04/01/2016	5.750%	6,080,000.00	978,218.75	7,058,218.75
10/01/2016			803,418.75	803,418.75
04/01/2017	5.750%	6,430,000.00	803,418.75	7,233,418.75
10/01/2017			618,556.25	618,556.25
04/01/2018	5.750%	6,785,000.00	618,556.25	7,403,556.25
10/01/2018			423,487.50	423,487.50
04/01/2019	5.750%	7,220,000.00	423,487.50	7,643,487.50
10/01/2019			215,912.50	215,912.50
04/01/2020	5.750%	7,510,000.00	215,912.50	7,725,912.50
		99,700,000.00	98,004,547.50	197,704,547.50

EXHIBIT A  
STATE OF NEW HAMPSHIRE  
Turnpike System Revenue Bonds, 1994 Series A

	Coupon	Principal	Interest	D/S
02/01/95			1,580,606.25	1,580,606.25
08/01/95			1,580,606.25	1,580,606.25
02/01/96	3.350%	1,640,000.00	1,580,606.25	3,220,606.25
08/01/96			1,553,136.25	1,553,136.25
02/01/97	3.650%	1,020,000.00	1,553,136.25	2,573,136.25
08/01/97			1,534,521.25	1,534,521.25
02/01/98	3.850%	1,995,000.00	1,534,521.25	3,529,521.25
08/01/98			1,496,117.50	1,496,117.50
02/01/99	4.050%	955,000.00	1,496,117.50	2,451,117.50
08/01/99			1,476,778.75	1,476,778.75
02/01/2000			1,476,778.75	1,476,778.75
08/01/2000			1,476,778.75	1,476,778.75
02/01/2001			1,476,778.75	1,476,778.75
08/01/2001			1,476,778.75	1,476,778.75
02/01/2002	4.300%	1,555,000.00	1,476,778.75	3,031,778.75
08/01/2002			1,443,346.25	1,443,346.25
02/01/2003	4.400%	1,655,000.00	1,443,346.25	3,098,346.25
08/01/2003			1,406,936.25	1,406,936.25
02/01/2004	4.500%	1,680,000.00	1,406,936.25	3,086,936.25
08/01/2004			1,369,136.25	1,369,136.25
02/01/2005	4.600%	1,825,000.00	1,369,136.25	3,194,136.25
08/01/2005			1,327,161.25	1,327,161.25
02/01/2006	4.700%	1,805,000.00	1,327,161.25	3,132,161.25
08/01/2006			1,284,743.75	1,284,743.75
02/01/2007	4.800%	2,030,000.00	1,284,743.75	3,314,743.75
08/01/2007			1,236,023.75	1,236,023.75
02/01/2008	5.000%	1,935,000.00	1,236,023.75	3,171,023.75
08/01/2008			1,187,648.75	1,187,648.75
02/01/2009	5.050%	2,300,000.00	1,187,648.75	3,487,648.75
08/01/2009			1,129,573.75	1,129,573.75
02/01/2010	5.100%	2,040,000.00	1,129,573.75	3,169,573.75
08/01/2010			1,077,553.75	1,077,553.75
02/01/2011	5.150%	2,670,000.00	1,077,553.75	3,747,553.75
08/01/2011			1,008,801.25	1,008,801.25
02/01/2012	5.200%	2,045,000.00	1,008,801.25	3,053,801.25
08/01/2012			955,631.25	955,631.25
02/01/2013	5.250%	3,320,000.00	955,631.25	4,275,631.25
08/01/2013			868,481.25	868,481.25
02/01/2014	5.250%	1,715,000.00	868,481.25	2,583,481.25
08/01/2014			823,462.50	823,462.50
02/01/2015			823,462.50	823,462.50
08/01/2015			823,462.50	823,462.50
02/01/2016	5.250%	7,065,000.00	823,462.50	7,888,462.50
08/01/2016			638,006.25	638,006.25
02/01/2017	5.250%	15,155,000.00	638,006.25	15,793,006.25
08/01/2017			240,187.50	240,187.50
02/01/2018	5.250%	5,150,000.00	240,187.50	5,390,187.50
08/01/2018			105,000.00	105,000.00
02/01/2019	5.250%	4,000,000.00	105,000.00	4,105,000.00
		63,555,000.00	56,620,353.75	120,175,353.75

EXHIBIT B

Deposit Date	Deposit Amount	Bond Payment Date	Bond Payment Requirement
02/20/95	1,558,655.00		
03/20/95	1,558,655.00		
		04/01/95	1,458,265.00
04/20/95	1,553,626.25		
		05/01/95	829,514.38
05/20/95	1,553,626.25		
06/20/95	1,553,626.25		
07/20/95	1,553,626.25		
		08/01/95	1,580,606.25
08/20/95	1,553,626.25		
09/20/95	1,553,626.25		
		10/01/95	3,359,622.50
10/20/95	1,553,626.25		
		11/01/95	3,035,278.75
11/20/95	1,554,515.21		
12/20/95	1,554,515.21		
01/20/96	1,554,515.21		
		02/01/96	3,220,606.25
02/20/96	1,498,270.21		
03/20/96	1,498,270.21		
		04/01/96	5,329,622.50
04/20/96	1,512,199.38		
		05/01/96	1,596,862.50
05/20/96	1,512,199.38		
06/20/96	1,512,199.38		
07/20/96	1,512,199.38		
		08/01/96	1,553,136.25
08/20/96	1,512,199.38		
09/20/96	1,512,199.38		
		10/01/96	3,300,697.50
10/20/96	1,512,199.38		
		11/01/96	3,566,862.50
11/20/96	1,512,014.38		
12/20/96	1,512,014.38		
01/20/97	1,512,014.38		
		02/01/97	2,573,136.25
02/20/97	1,590,161.88		
03/20/97	1,590,161.88		
		04/01/97	5,555,697.50

EXHIBIT B

Deposit Date	Deposit Amount	Bond Payment Date	Bond Payment Requirement
04/20/97	1,549,284.38		
		05/01/97	1,528,252.50
05/20/97	1,549,284.38		
06/20/97	1,549,284.38		
07/20/97	1,549,284.38		
		08/01/97	1,534,521.25
08/20/97	1,549,284.38		
09/20/97	1,549,284.38		
		10/01/97	3,232,932.50
10/20/97	1,549,284.38		
		11/01/97	3,633,252.50
11/20/97	1,548,970.63		
12/20/97	1,548,970.63		
01/20/98	1,548,970.63		
		02/01/98	3,529,521.25
02/20/98	1,455,903.33		
03/20/98	1,455,903.33		
		04/01/98	5,132,932.50
04/20/98	1,578,939.17		
		05/01/98	1,453,870.00
05/20/98	1,578,939.17		
06/20/98	1,578,939.17		
07/20/98	1,578,939.17		
		08/01/98	1,496,117.50
08/20/98	1,578,939.17		
09/20/98	1,578,939.17		
		10/01/98	3,171,147.50
10/20/98	1,578,939.17		
		11/01/98	3,703,870.00
11/20/98	1,410,042.92		
12/20/98	1,410,042.92		
01/20/99	1,410,042.92		
		02/01/99	2,451,117.50
02/20/99	1,327,236.46		
03/20/99	1,327,236.46		
		04/01/99	6,671,147.50
04/20/99	1,407,914.79		
		05/01/99	1,372,992.50
05/20/99	1,407,914.79		
06/20/99	1,407,914.79		
07/20/99	1,407,914.79		

EXHIBIT B

Deposit Date	Deposit Amount	Bond Payment Date	Bond Payment Requirement
		08/01/99	1,476,778.75
08/20/99	1,407,914.79		
09/20/99	1,407,914.79		
		10/01/99	3,067,717.50
10/20/99	1,407,914.79		
		11/01/99	1,757,992.50
11/20/99	1,408,393.54		
12/20/99	1,408,393.54		
01/20/2000	1,408,393.54		
		02/01/2000	1,476,778.75
02/20/2000	1,408,393.54		
03/20/2000	1,408,393.54		
		04/01/2000	7,742,717.50
04/20/2000	1,389,925.00		
		05/01/2000	1,360,865.00
05/20/2000	1,389,925.00		
06/20/2000	1,389,925.00		
07/20/2000	1,389,925.00		
		08/01/2000	1,476,778.75
08/20/2000	1,389,925.00		
09/20/2000	1,389,925.00		
		10/01/2000	2,929,406.25
10/20/2000	1,389,925.00		
		11/01/2000	1,775,865.00
11/20/2000	1,389,795.00		
12/20/2000	1,389,795.00		
01/20/2001	1,389,795.00		
		02/01/2001	1,476,778.75
02/20/2001	1,519,378.33		
03/20/2001	1,519,378.33		
		04/01/2001	7,659,406.25
04/20/2001	1,575,209.17		
		05/01/2001	1,347,585.00
05/20/2001	1,575,209.17		
06/20/2001	1,575,209.17		
07/20/2001	1,575,209.17		
		08/01/2001	1,476,778.75
08/20/2001	1,575,209.17		
09/20/2001	1,575,209.17		
		10/01/2001	2,786,891.25
10/20/2001	1,575,209.17		



EXHIBIT B

Deposit Date	Deposit Amount	Bond Payment Date	Bond Payment Requirement
		11/01/2001	1,787,585.00
11/20/2001	1,575,325.83		
12/20/2001	1,575,325.83		
01/20/2002	1,575,325.83		
		02/01/2002	3,031,778.75
02/20/2002	1,578,087.08		
03/20/2002	1,578,087.08		
		04/01/2002	8,471,891.25
04/20/2002	1,410,277.92		
		05/01/2002	1,333,285.00
05/20/2002	1,410,277.92		
06/20/2002	1,410,277.92		
07/20/2002	1,410,277.92		
		08/01/2002	1,443,346.25
08/20/2002	1,410,277.92		
09/20/2002	1,410,277.92		
		10/01/2002	2,615,036.25
10/20/2002	1,410,277.92		
		11/01/2002	1,803,285.00
11/20/2002	1,636,859.58		
12/20/2002	1,636,859.58		
01/20/2003	1,636,859.58		
		02/01/2003	3,098,346.25
02/20/2003	1,632,874.58		
03/20/2003	1,632,874.58		
		04/01/2003	6,630,036.25
04/20/2003	1,531,609.58		
		05/01/2003	1,317,775.00
05/20/2003	1,531,609.58		
06/20/2003	1,531,609.58		
07/20/2003	1,531,609.58		
		08/01/2003	1,406,936.25
08/20/2003	1,531,609.58		
09/20/2003	1,531,609.58		
		10/01/2003	2,484,946.25
10/20/2003	1,531,609.58		
		11/01/2003	4,537,775.00
11/20/2003	1,531,992.92		
12/20/2003	1,531,992.92		
01/20/2004	1,531,992.92		
		02/01/2004	3,086,936.25

EXHIBIT B

Deposit Date	Deposit Amount	Bond Payment Date	Bond Payment Requirement
02/20/2004	1,537,776.25		
03/20/2004	1,537,776.25		
		04/01/2004	5,544,946.25
04/20/2004	1,538,079.58		
		05/01/2004	1,205,075.00
05/20/2004	1,538,079.58		
06/20/2004	1,538,079.58		
07/20/2004	1,538,079.58		
		08/01/2004	1,369,136.25
08/20/2004	1,538,079.58		
09/20/2004	1,538,079.58		
		10/01/2004	2,399,266.25
10/20/2004	1,538,079.58		
		11/01/2004	4,655,075.00
11/20/2004	1,537,954.58		
12/20/2004	1,537,954.58		
01/20/2005	1,537,954.58		
		02/01/2005	3,194,136.25
02/20/2005	1,529,292.08		
03/20/2005	1,529,292.08		
		04/01/2005	5,634,266.25
04/20/2005	1,528,925.83		
		05/01/2005	1,084,325.00
05/20/2005	1,528,925.83		
06/20/2005	1,528,925.83		
07/20/2005	1,528,925.83		
		08/01/2005	1,327,161.25
08/20/2005	1,528,925.83		
09/20/2005	1,528,925.83		
		10/01/2005	2,307,068.75
10/20/2005	1,528,925.83		
		11/01/2005	4,774,325.00
11/20/2005	1,529,484.17		
12/20/2005	1,529,484.17		
01/20/2006	1,529,484.17		
		02/01/2006	3,132,161.25
02/20/2006	1,541,164.58		
03/20/2006	1,541,164.58		
		04/01/2006	5,722,068.75
04/20/2006	1,541,742.08		
		05/01/2006	955,175.00

EXHIBIT B

Deposit Date	Deposit Amount	Bond Payment Date	Bond Payment Requirement
05/20/2006	1,541,742.08		
06/20/2006	1,541,742.08		
07/20/2006	1,541,742.08		
		08/01/2006	1,284,743.75
08/20/2006	1,541,742.08		
09/20/2006	1,541,742.08		
		10/01/2006	2,208,033.75
10/20/2006	1,541,742.08		
		11/01/2006	4,910,175.00
11/20/2006	1,540,754.58		
12/20/2006	1,540,754.58		
01/20/2007	1,540,754.58		
		02/01/2007	3,314,743.75
02/20/2007	1,524,717.92		
03/20/2007	1,524,717.92		
		04/01/2007	5,828,033.75
04/20/2007	1,524,419.58		
		05/01/2007	816,750.00
05/20/2007	1,524,419.58		
06/20/2007	1,524,419.58		
07/20/2007	1,524,419.58		
		08/01/2007	1,236,023.75
08/20/2007	1,524,419.58		
09/20/2007	1,524,419.58		
		10/01/2007	2,101,243.75
10/20/2007	1,524,419.58		
		11/01/2007	5,036,750.00
11/20/2007	1,525,265.42		
12/20/2007	1,525,265.42		
01/20/2008	1,525,265.42		
		02/01/2008	3,171,023.75
02/20/2008	1,547,619.58		
03/20/2008	1,547,619.58		
		04/01/2008	5,931,243.75
04/20/2008	1,547,636.25		
		05/01/2008	674,325.00
05/20/2008	1,547,636.25		
06/20/2008	1,547,636.25		
07/20/2008	1,547,636.25		
		08/01/2008	1,187,648.75
08/20/2008	1,547,636.25		

EXHIBIT B

Deposit Date	Deposit Amount	Bond Payment Date	Bond Payment Requirement
09/20/2008	1,547,636.25		
		10/01/2008	1,986,343.75
10/20/2008	1,547,636.25		
		11/01/2008	5,189,325.00
11/20/2008	1,547,239.38		
12/20/2008	1,547,239.38		
01/20/2009	1,547,239.38		
		02/01/2009	3,487,648.75
02/20/2009	1,515,893.54		
03/20/2009	1,515,893.54		
		04/01/2009	6,046,343.75
04/20/2009	1,516,010.21		
		05/01/2009	521,943.75
05/20/2009	1,516,010.21		
06/20/2009	1,516,010.21		
07/20/2009	1,516,010.21		
		08/01/2009	1,129,573.75
08/20/2009	1,516,010.21		
09/20/2009	1,516,010.21		
		10/01/2009	1,864,543.75
10/20/2009	1,516,010.21		
		11/01/2009	5,336,943.75
11/20/2009	1,516,425.83		
12/20/2009	1,516,425.83		
01/20/2010	1,516,425.83		
		02/01/2010	3,169,573.75
02/20/2010	1,560,255.83		
03/20/2010	1,560,255.83		
		04/01/2010	6,169,543.75
04/20/2010	1,559,980.83		
		05/01/2010	359,437.50
05/20/2010	1,559,980.83		
06/20/2010	1,559,980.83		
07/20/2010	1,559,980.83		
		08/01/2010	1,077,553.75
08/20/2010	1,559,980.83		
09/20/2010	1,559,980.83		
		10/01/2010	1,735,393.75
10/20/2010	1,559,980.83		
		11/01/2010	5,504,437.50
11/20/2010	1,561,040.21		

EXHIBIT B

Deposit Date	Deposit Amount	Bond Payment Date	Bond Payment Requirement
12/20/2010	1,561,040.21		
01/20/2011	1,561,040.21		
		02/01/2011	3,747,553.75
02/20/2011	1,497,498.13		
03/20/2011	1,497,498.13		
		04/01/2011	6,295,393.75
04/20/2011	1,498,031.46		
		05/01/2011	185,793.75
05/20/2011	1,498,031.46		
06/20/2011	1,498,031.46		
07/20/2011	1,498,031.46		
		08/01/2011	1,008,801.25
08/20/2011	1,498,031.46		
09/20/2011	1,498,031.46		
		10/01/2011	1,598,593.75
10/20/2011	1,498,031.46		
		11/01/2011	5,690,793.75
11/20/2011	1,008,315.83		
12/20/2011	1,008,315.83		
01/20/2012	1,008,315.83		
		02/01/2012	3,053,801.25
02/20/2012	1,105,704.17		
03/20/2012	1,105,704.17		
		04/01/2012	6,438,593.75
04/20/2012	1,105,254.17		
05/20/2012	1,105,254.17		
06/20/2012	1,105,254.17		
07/20/2012	1,105,254.17		
		08/01/2012	955,631.25
08/20/2012	1,105,254.17		
09/20/2012	1,105,254.17		
		10/01/2012	1,453,393.75
10/20/2012	1,105,254.17		
11/20/2012	1,105,254.17		
12/20/2012	1,105,254.17		
01/20/2013	1,105,254.17		
		02/01/2013	4,275,631.25
02/20/2013	956,979.17		
03/20/2013	956,979.17		
		04/01/2013	6,578,393.75
04/20/2013	957,187.50		

EXHIBIT B

Deposit Date	Deposit Amount	Bond Payment Date	Bond Payment Requirement
05/20/2013	957,187.50		
06/20/2013	957,187.50		
07/20/2013	957,187.50		
		08/01/2013	868,481.25
08/20/2013	957,187.50		
09/20/2013	957,187.50		
		10/01/2013	1,299,643.75
10/20/2013	957,187.50		
11/20/2013	957,187.50		
12/20/2013	957,187.50		
01/20/2014	957,187.50		
		02/01/2014	2,583,481.25
02/20/2014	806,767.71		
03/20/2014	806,767.71		
		04/01/2014	6,734,643.75
04/20/2014	806,558.33		
05/20/2014	806,558.33		
06/20/2014	806,558.33		
07/20/2014	806,558.33		
		08/01/2014	823,462.50
08/20/2014	806,558.33		
09/20/2014	806,558.33		
		10/01/2014	1,143,387.50
10/20/2014	806,558.33		
11/20/2014	806,558.33		
12/20/2014	806,558.33		
01/20/2015	806,558.33		
		02/01/2015	823,462.50
02/20/2015	1,395,308.33		
03/20/2015	1,395,308.33		
		04/01/2015	6,888,387.50
04/20/2015	1,395,696.88		
05/20/2015	1,395,696.88		
06/20/2015	1,395,696.88		
07/20/2015	1,395,696.88		
		08/01/2015	823,462.50
08/20/2015	1,395,696.88		
09/20/2015	1,395,696.88		
		10/01/2015	978,218.75
10/20/2015	1,395,696.88		
11/20/2015	1,395,696.88		

EXHIBIT B

Deposit Date	Deposit Amount	Bond Payment Date	Bond Payment Requirement
12/20/2015	1,395,696.88		
01/20/2016	1,395,696.88		
		02/01/2016	7,888,462.50
02/20/2016	2,038,954.17		
03/20/2016	2,038,954.17		
		04/01/2016	7,058,218.75
04/20/2016	2,038,987.50		
05/20/2016	2,038,987.50		
06/20/2016	2,038,987.50		
07/20/2016	2,038,987.50		
		08/01/2016	638,006.25
08/20/2016	2,038,987.50		
09/20/2016	2,038,987.50		
		10/01/2016	803,418.75
10/20/2016	2,038,987.50		
11/20/2016	2,038,987.50		
12/20/2016	2,038,987.50		
01/20/2017	2,038,987.50		
		02/01/2017	15,793,006.25
02/20/2017	1,138,934.38		
03/20/2017	1,138,934.38		
		04/01/2017	7,233,418.75
04/20/2017	1,137,707.29		
05/20/2017	1,137,707.29		
06/20/2017	1,137,707.29		
07/20/2017	1,137,707.29		
		08/01/2017	240,187.50
08/20/2017	1,137,707.29		
09/20/2017	1,137,707.29		
		10/01/2017	618,556.25
10/20/2017	1,137,707.29		
11/20/2017	1,137,707.29		
12/20/2017	1,137,707.29		
01/20/2018	1,137,707.29		
		02/01/2018	5,390,187.50
02/20/2018	1,019,342.71		
03/20/2018	1,019,342.71		
		04/01/2018	7,403,556.25
04/20/2018	1,023,081.25		
05/20/2018	1,023,081.25		
06/20/2018	1,023,081.25		

EXHIBIT B

Deposit Date	Deposit Amount	Bond Payment Date	Bond Payment Requirement
07/20/2018	1,023,081.25		
		08/01/2018	105,000.00
08/20/2018	1,023,081.25		
09/20/2018	1,023,081.25		
		10/01/2018	423,487.50
10/20/2018	1,023,081.25		
11/20/2018	1,023,081.25		
12/20/2018	1,023,081.25		
01/20/2019	1,023,081.25		
		02/01/2019	4,105,000.00
02/20/2019	672,247.92		
03/20/2019	672,247.92		
		04/01/2019	7,643,487.50
04/20/2019	661,818.75		
05/20/2019	661,818.75		
06/20/2019	661,818.75		
07/20/2019	661,818.75		
08/20/2019	661,818.75		
09/20/2019	661,818.75		
		10/01/2019	215,912.50
10/20/2019	661,818.75		
11/20/2019	661,818.75		
12/20/2019	661,818.75		
01/20/2020	661,818.75		
02/20/2020	661,818.75		
03/20/2020	661,818.75		
		04/01/2020	7,725,912.50
	<hr/>		<hr/>
	418,851,238.12		418,851,238.13



## DELIVERY NOTICE

[Date of Notice]

[Trustee]

Security will be delivered by Qualified Dealer to:

[account information as provided in Section 9.1 of Forward Supply Agreement] Delivery Date\*:

Security	Par Amount	Interest (if any)	Maturity Date*	CUSIP	Amount Due at Maturity ("Maturity Amount")
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Maturity Amount: \$

Market Value = \$

Differential = \$

Maturity Amount to be paid as follows:

[Market Value to be paid to Qualified Dealer in its individual capacity; and the Differential to be paid to Qualified Dealer in its capacity as agent for \_\_\_\_\_ - at the following account]:

[or]

[Market Value to be paid to Qualified Dealer; and the Differential to be paid to \_\_\_\_\_ at the following accounts]:

[Account Information]

---

\* If any Delivery Date or Maturity Date specified above is not a Business Day, such date will be the immediately succeeding Business Day; provided, however, that with respect to any date specified as a Maturity Date, the determination of whether such date is a Business Day shall be made without giving effect to clause (c) or clause (d) of the definition of Business Day.

Direction From Issuer to Trustee

February 8, 1995

Ms. Susan Calise  
Fleet National Bank  
Corporate Trust Administration  
111 Westminster Street  
Providence, RI 02903

Dear Ms. Calise:

In accordance with the Debt Service Forward Supply Agreement dated as of February 8, 1995 (the "Agreement"), between the State of New Hampshire (the "State") and Chemical Bank (the "Provider"), and the General Bond Resolution authorizing the issuance of State of New Hampshire Turnpike System Revenue Bonds adopted November 9, 1987 as amended and supplemented by Supplemental Resolutions adopted March 21, 1990, March 27, 1991, August 12, 1992 and February 9, 1994 (collectively, the "Bond Resolution") you are directed to apply moneys held in the Debt Service Account held under the Bond Resolution to acquire Qualified Securities (as defined in the Agreement) on the dates and at the purchase prices described in the Agreement. The State recognizes that the Trustee will perform its obligations under the Bond Resolution and the Agreement in reliance upon this direction.

These directions are irrevocable. Further directions, which shall not be inconsistent herewith, may be delivered to you pursuant to the Agreement and the Bond Resolution.

STATE OF NEW HAMPSHIRE

By Michael A. Ablowich  
Name: Michael Ablowich  
Title: Deputy State Treasurer

cc: Chemical Bank

[LETTERHEAD OF COUNSEL TO STATE]

February 8, 1995

Chemical Bank  
270 Park Avenue  
New York, New York 10017

Fleet National Bank  
Corporate Trust Department  
111 Westminster Street  
Providence, Rhode Island 02903

Re: STATE OF NEW HAMPSHIRE TURNPIKE SYSTEM REVENUE  
BONDS - DEBT SERVICE FORWARD SUPPLY AGREEMENT

Dear Sirs:

We have acted as bond counsel to the State of New Hampshire (the "State") in connection with the execution and delivery by the State of the Forward Supply Agreement dated as of February 8, 1995 (the "Forward Supply Agreement") by and between the State and Chemical Bank (the "Provider"). Capitalized terms used herein and not defined herein have the respective meanings given to them in the Forward Supply Agreement.

In rendering this opinion, we have examined, among other things, a copy of the Forward Supply Agreement as executed.

In connection with the foregoing, we have also examined originals or copies satisfactory to us of all such State records, agreements, certificates and other documents as we have deemed relevant and necessary as a basis for the opinions hereinafter expressed. In such examination we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with the original documents of all documents submitted to us as copies.

Based upon the foregoing examination and review, we are of the opinion that:

(i) The Issuer has full legal right, power and authority to enter into this Forward Supply Agreement.

(ii) The Forward Supply Agreement has been duly authorized, executed and delivered by the State.

(iii) Assuming due authorization, execution and delivery by the Provider, the Forward Supply Agreement is a legal, valid and

binding obligation of the State, enforceable in accordance with its terms, subject to applicable moratorium and similar laws affecting creditors' rights generally, and subject to the exercise of judicial discretion in accordance with general principles of equity.

We are furnishing this opinion to you solely for your benefit and no other person is entitled to rely hereon. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose.

Very truly yours,

# PALMER & DODGE

One Beacon Street  
Boston, Massachusetts 02108

Telephone: (617) 573-0100

Facsimile: (617) 227-4420

February 8, 1995

Chemical Bank  
270 Park Avenue  
New York, New York 10017

Fleet National Bank  
Corporate Trust Department  
111 Westminster Street  
Providence, Rhode Island 02903

Re: State of New Hampshire Turnpike System Revenue Bonds - Debt  
Service Forward Supply Agreement

Dear Sirs:

We have acted as bond counsel to the State of New Hampshire (the "State") in connection with the execution and delivery by the State of the Forward Supply Agreement dated as of February 8, 1995 (the "Forward Supply Agreement") by and between the State and Chemical Bank (the "Provider"). Capitalized terms used herein and not defined herein have the respective meanings given to them in the Forward Supply Agreement.

In rendering this opinion, we have examined, among other things, a copy of the Forward Supply Agreement as executed.

In connection with the foregoing, we have also examined originals or copies satisfactory to us of all such State records, agreements, certificates and other documents as we have deemed relevant and necessary as a basis for the opinions hereinafter expressed. In such examination we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with the original documents of all documents submitted to us as copies.

Based upon the foregoing examination and review, we are of the opinion that:

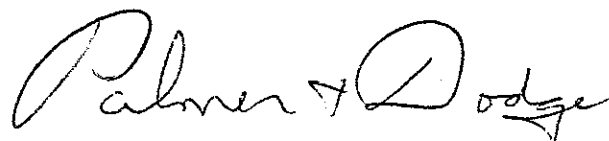
(i) The Issuer has full legal right, power and authority to enter into this Forward Supply Agreement.

(ii) The Forward Supply Agreement has been duly authorized, executed and delivered by the State.

(iii) Assuming due authorization, execution and delivery by the Provider, the Forward Supply Agreement is a legal, valid and binding obligation of the State, enforceable in accordance with its terms, subject to applicable moratorium and similar laws affecting creditors' rights generally, and subject to the exercise of judicial discretion in accordance with general principles of equity.

We are furnishing this opinion to you solely for your benefit and no other person is entitled to rely hereon. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose.

Very truly yours,

A handwritten signature in cursive script that reads "Palmer & Dodge". The signature is written in dark ink and is positioned to the right of the closing phrase "Very truly yours,".

[LETTERHEAD OF COUNSEL TO PROVIDER]

February 8, 1995

Fleet National Bank  
Corporate Trust Department  
111 Westminster Street  
Providence, Rhode Island 02903

State Treasurer  
State of New Hampshire  
State House Annex, Room 121A  
Concord, New Hampshire 03301

Re: STATE OF NEW HAMPSHIRE TURNPIKE SYSTEM REVENUE  
BONDS - DEBT SERVICE FORWARD SUPPLY AGREEMENT

I have acted as counsel to Chemical Bank (the "Provider"), in connection with its execution and delivery of the Forward Supply Agreement, dated as of February 8, 1995 (the "Forward Supply Agreement"), by and between the Provider and the State of New Hampshire (the "State"). Capitalized terms used herein and not defined herein have the respective meanings given to them in the Forward Supply Agreement.

In rendering this opinion, I have examined, or had examined on my behalf, among other things, a copy of the Forward Supply Agreement.

In connection with the foregoing, I have also examined, or had examined on my behalf, originals or copies satisfactory to me of all such corporate records, agreements, certificates and other documents as we have deemed relevant and necessary as a basis for the opinions hereinafter expressed. In such examination I have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with the original documents of all documents submitted to us as copies.

Based upon the foregoing examination and review, I am of the opinion that:

(i) The Provider has full legal right, power and authority to enter into the Forward Supply Agreement.

(ii) The Forward Supply Agreement has been duly authorized, executed and delivered by Provider.

(iii) The Forward Supply Agreement is a legal, valid and binding obligation of Provider, enforceable against it in accordance with the terms thereof, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(iv) In the event of the insolvency of the Provider or the appointment of a conservator or receiver of the Provider, no part of the Debt Service Account would constitute property of the Provider which the Federal Deposit Insurance Corporation (by which the Provider is insured), the Superintendent of Banks of the State of New York, or any receiver, conservator, liquidator or any person or entity acting in a similar capacity of the Provider could properly cause a court to include in the Provider's receivership or conservatorship estate. This opinion is not be construed as expressing any view as to whether a court, in the exercise of its equitable powers, may temporarily restrain payments out of the Debt Service Account.

I am furnishing this opinion to you solely for your benefit and no other person is entitled to rely hereon. This opinion is not be used, circulated, quoted or otherwise referred to for any other purpose.

Very truly yours,



607 FOURTEENTH STREET, N.W.  
WASHINGTON, D.C. 20005-2011  
TELEPHONE (202) 434-0700  
FACSIMILE (202) 434-0800

*Rogers & Wells*  
*Two Hundred Park Avenue*  
*New York, N.Y. 10166-0153*

TELEPHONE (212) 878-8000  
FACSIMILE (212) 878-8375  
TELEX 234493 RKWUR

47 AVENUE HOCHÉ  
75008 PARIS, FRANCE  
TELEPHONE 33-1-44-09-46-00  
FACSIMILE 33-1-44-09-46-01  
33-1-42-67-50-81  
TELEX 651617 EURLAW

58 COLEMAN STREET  
LONDON EC2R 5BE, ENGLAND  
TELEPHONE 44-71-628-0101  
FACSIMILE 44-71-638-2008  
TELEX 884964 USLAW G

LINDENSTRASSE 37  
60325 FRANKFURT/M I  
FEDERAL REPUBLIC OF GERMANY  
TELEPHONE 49-69-97-57-11-0  
FACSIMILE 49-69-97-57-11-33

444 SOUTH FLOWER STREET  
LOS ANGELES, CA 90071-2901  
TELEPHONE (213) 689-2900  
FACSIMILE (213) 689-2999

February 8, 1995

State Treasurer  
State of New Hampshire  
State House Annex, Room 121A  
Concord, New Hampshire 03301

Dear Ladies and Gentlemen:

We have acted as counsel to Chemical Bank ("Chemical"), a bank organized under the laws of the State of New York, and are familiar with matters pertaining to the execution and delivery of the Debt Service Forward Supply Agreement (the "Agreement") dated as of February 8, 1995 between the State of New Hampshire and Chemical Bank ("Chemical").

We have examined the Agreement and such other documents and legal matters as we have considered necessary and relevant in rendering this opinion. In connection with the foregoing, we have also relied upon appropriate certificates of public officials and Chemical and, as to relevant matters of fact not independently established, we have relied upon the representations of Chemical contained in the Agreement.

Based upon the foregoing examination and review, we are of the opinion that:

1. Chemical has full legal right, power and authority to enter into the Agreement.
2. The Agreement has been duly authorized, executed and delivered by Chemical.
3. The Agreement is a legally valid and binding obligation of Chemical, enforceable against it in accordance with the terms thereof subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

*Rogers & Wells*

We are furnishing this opinion to you solely for your benefit and no other person is entitled to rely hereon. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose.

Very truly yours,

*Rogers & Wells*

607 FOURTEENTH STREET, N.W.  
WASHINGTON, D.C. 20005-2011  
TELEPHONE (202) 434-0700  
FACSIMILE (202) 434-0800

*Rogers & Wells*  
*Two Hundred Park Avenue*  
*New York, N.Y. 10166-0153*

TELEPHONE (212) 878-8000  
FACSIMILE (212) 878-8375  
TELEX 234493 RKWUR

47 AVENUE HOCHÉ  
75008 PARIS, FRANCE  
TELEPHONE 33-1-44-09-46-00  
FACSIMILE 33-1-44-09-46-01  
33-1-42-67-50-81  
TELEX 651617 EURLAW

58 COLEMAN STREET  
LONDON EC2R 5BE, ENGLAND  
TELEPHONE 44-71-628-0101  
FACSIMILE 44-71-638-2008  
TELEX 884964 USLAW G

444 SOUTH FLOWER STREET  
LOS ANGELES, CA 90071-2901  
TELEPHONE (213) 689-2900  
FACSIMILE (213) 689-2999

February 8, 1995

LINDENSTRASSE 37  
60325 FRANKFURT/M 1  
FEDERAL REPUBLIC OF GERMANY  
TELEPHONE 49-69-97-57-11-0  
FACSIMILE 49-69-97-57-11-33

Standard & Poor's Rating Group  
25 Broadway  
New York, New York 10004

RE: Debt Service Forward Supply Agreement dated as of  
February 8, 1995 (the "Agreement") between  
Chemical Bank and the State of New Hampshire (the  
"Issuer")

Ladies & Gentlemen:

We have acted as counsel to Chemical Bank, a New York banking corporation ("Chemical") in connection with Chemical's execution and delivery of the above referenced Agreement. Capitalized terms used herein and not defined herein have the respective meanings given to them in the Agreement.

In rendering this opinion, we have reviewed such documents and made such investigations of law as we have deemed relevant and necessary as the basis of the opinions hereinafter expressed. The opinions expressed below are limited to the laws of the State of New York and the federal laws of the United States.

The transaction (the "Transaction") involves the following steps:

- (i) on each Deposit Date, the Issuer will deposit the Deposit Amount in the Debt Service Fund as defined in the Resolution (the "Debt Service Fund") with the Trustee;
- (ii) on the Closing Date, Chemical will pay the Issuer the Fee Amount;
- (iii) in consideration of Chemical paying the Issuer the Fee Amount on the Closing Date, Chemical will acquire the right to sell to the Trustee, on the dates set forth in the Agreement, Qualified Securities at an aggregate purchase price equal to the aggregate Maturity Amount of such Qualified Securities;

(iv) concurrently with the delivery of Qualified Securities, the Trustee is required under the Agreement, to apply the Deposit Amounts received from the Issuer to purchase such Qualified Securities; and

(v) Chemical has no right to substitute or direct the Trustee to substitute any securities for any Qualified Securities delivered to the Trustee.

In giving this opinion we have assumed:

(i) the genuineness of all signatures;

(ii) the authenticity and completeness of all documents submitted to us as originals;

(iii) the conformity to original documents of all documents submitted to us as copies and the authenticity and completeness of such original documents;

(iv) that the Agreement except for Chemical and the Indenture are legally binding upon and enforceable against all parties thereto;

(v) the accuracy of all representations as to fact made by Chemical in the Agreement;

(vi) that, except as provided in the Agreement, Chemical has and will have no contractual rights or obligations with respect to the Deposit Amounts or any Qualified Securities delivered to the Trustee;

(vii) that the description of the Transaction set forth in pages 1 and 2 hereof is correct in all material respects.

Based upon the foregoing examination and review, and subject to the qualifications expressed herein, we are of the opinion that:

In the event of the insolvency of Chemical or the appointment of a conservator or receiver of Chemical, neither the Qualified Securities delivered to the Trustee by Chemical nor any Deposit Amounts held in the Debt Service Fund would constitute property of Chemical which the Federal Deposit Insurance Corporation (by which Chemical is insured), the Superintendent of Banks of the State of New York, or any receiver, conservator, liquidator or any person or entity acting in a similar capacity of Chemical could properly cause a court to include in Chemical's receivership or conservatorship estate. This opinion is not to be construed as expressing any view as to whether a court, in the exercise of its equitable powers, may temporarily restrain payments out of the Debt Service Fund.

*Rogers & Wells*

The scope of our engagement by Chemical has been limited to reviewing the Agreement and such other documents as we have deemed it necessary to review in order to render the opinions set forth above. Accordingly, we have not examined any documents relating to the issuance, sale, and delivery of the Bonds other than as set forth above and we express no opinion with respect to any such other documents or with respect to any other legal matters related to the Bonds including, without limitation, the validity and enforceability of the Bonds, the exclusion of interest thereon from gross income of the holders thereof for federal income tax purposes, and compliance by the issuer and other parties with the securities laws of the United States of America and the "blue sky" and other securities laws of the jurisdictions in which the Bonds may have been sold and delivered.

We are furnishing this opinion to you solely for your benefit and no other person is entitled to rely hereon. This opinion is not to be used, circulated, quoted or otherwise referred to.

Very truly yours,

*Rogers & Wells*

Trustee's Certificate

Fleet National Bank, as Trustee (the "Trustee") under the General Bond Resolution adopted by the Governor and Council of the State of New Hampshire (the "State") on November 9, 1987, as amended and supplemented by the Supplemental Resolutions adopted by the Governor and Council on November 9, 1987, March 21, 1990, March 27, 1991, August 12, 1992 and February 9, 1994 (collectively, the "Resolution"), hereby certifies that it has no knowledge of any Event of Default under the Resolution.

The Trustee acknowledges receipt from the State of its letter of direction dated February 8, 1995 under the Debt Service Forward Supply Agreement dated as of February 8, 1995 between the State and Chemical Bank (the "Provider"). In reliance upon that direction, pursuant to Section 3.10(b) of the Resolution, the Trustee hereby confirms acceptance of its duties and obligations under the Agreement and the Resolution.

The Trustee represents and warrants to the State and to the Provider that:

- (a) it is duly organized and validly existing under the laws of its jurisdiction, incorporation or establishment;
- (b) it has the full power, authority and legal right to enter into and perform its obligations under the Agreement and the Resolution;
- (c) this Certificate has been duly authorized, executed and delivered by it;
- (d) its execution and delivery of this Certificate and its performance of its obligations under the Agreement and the Resolution do not and will not constitute or result in a default under, a breach or violation of, or the creation of any lien or encumbrance on any of its property under, its charter or by-laws (or equivalent organizational documents), or any other agreement, instrument, law, ordinance, regulation, judgment, injunction or order applicable to it or any of its property;
- (e) all consents, authorizations and approvals requisite for its execution and delivery of this Certificate and performance of its obligations under the Agreement and the Resolution have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required for such execution, delivery or performance;
- (f) there is no proceeding pending or, to the best of its knowledge, threatened against it at law or in equity, or before

any governmental instrumentality or in any arbitration, which would materially impair its ability to perform its obligations under the Agreement and the Resolution, and there is no such proceeding pending against it which purports or is likely to affect the legality, validity or enforceability of its obligations under the Agreement and the Resolution;

The Trustee covenants to the State and the Provider that so long as it shall have any obligations under the Agreement and the Resolution it shall:

(i) maintain in full force and effect all authorizations and agreements of and exemptions, consents, licenses, actions or approvals by, and all filings with or notices to, any governmental or other authority that are required to be obtained or made by such party with respect to the Agreement and the Resolution and will use all reasonable efforts to obtain or make any that may become necessary in the future;

(ii) comply in all material respects with all applicable laws, rules, regulations and orders to which it may be subject if failure so to comply could materially impair its ability to perform its obligations under the Agreement and the Resolution.

The actions detailed above were taken by the undersigned officer on behalf of the Trustee by authority set forth in the attached excerpts of resolutions adopted by the Board of Directors of Fleet National Bank, which resolutions have not been altered, revoked or superseded and remain in full force and effect on the date hereof.

Dated: February 8, 1995

FLEET NATIONAL BANK, as Trustee

By:

\_\_\_\_\_  
Authorized Officer

Trustee's Certificate

Fleet National Bank, as Trustee (the "Trustee") under the General Bond Resolution adopted by the Governor and Council of the State of New Hampshire (the "State") on November 9, 1987, as amended and supplemented by the Supplemental Resolutions adopted by the Governor and Council on November 9, 1987, March 21, 1990, March 27, 1991, August 12, 1992 and February 9, 1994 (collectively, the "Resolution"), hereby certifies that it has no knowledge of any Event of Default under the Resolution.

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- (a) it is duly organized and validly existing under the laws of its jurisdiction, incorporation or establishment;
- (b) it has the full power, authority and legal right to enter into and perform its obligations under the Agreement and the Resolution;
- (c) this Certificate has been duly authorized, executed and delivered by it;
- (d) its execution and delivery of this Certificate and its performance of its obligations under the Agreement and the Resolution do not and will not constitute or result in a default under, a breach or violation of, or the creation of any lien or encumbrance on any of its property under, its charter or by-laws (or equivalent organizational documents), or any other agreement, instrument, law, ordinance, regulation, judgment, injunction or order applicable to it or any of its property;
- (e) all consents, authorizations and approvals requisite for its execution and delivery of this Certificate and performance of its obligations under the Agreement and the Resolution have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required for such execution, delivery or performance;
- (f) there is no proceeding pending or, to the best of its knowledge, threatened against it at law or in equity, or before



any governmental instrumentality or in any arbitration, which would materially impair its ability to perform its obligations under the Agreement and the Resolution, and there is no such proceeding pending against it which purports or is likely to affect the legality, validity or enforceability of its obligations under the Agreement and the Resolution;

The Trustee covenants to the State and the Provider that so long as it shall have any obligations under the Agreement and the Resolution it shall:

(i) maintain in full force and effect all authorizations and agreements of and exemptions, consents, licenses, actions or approvals by, and all filings with or notices to, any governmental or other authority that are required to be obtained or made by such party with respect to the Agreement and the Resolution and will use all reasonable efforts to obtain or make any that may become necessary in the future;

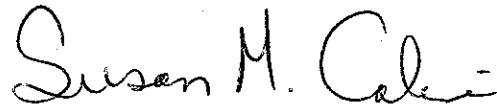
(ii) comply in all material respects with all applicable laws, rules, regulations and orders to which it may be subject if failure so to comply could materially impair its ability to perform its obligations under the Agreement and the Resolution.

The actions detailed above were taken by the undersigned officer on behalf of the Trustee by authority set forth in the attached excerpts of resolutions adopted by the Board of Directors of Fleet National Bank, which resolutions have not been altered, revoked or superseded and remain in full force and effect on the date hereof.

Dated: February 8, 1995

FLEET NATIONAL BANK, as Trustee

By:



Authorized Officer