25 - 11/10/26

Monica I. Mezzapelle
STATE TREASURER

THE STATE OF NEW HAMPSHIRE
STATE TREASURY
25 CAPITOL STREET, ROOM 121
CONCORD, NH 03301
(603) 271-2621
FAX (603) 271-3922
TDD Access: Relay NH 1-800-735-2964

October 21, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the State Treasurer on behalf of the New Hampshire College Tuition Savings Plan Advisory Commission ("Advisory Commission") (collectively "State"), to enter into a **Sole Source** contract with Granite Edvance Corporation of Concord, NH, for a period of three-years with the option to renew for an additional two-years for an amount not to exceed $190,000 (or $310,000 if the renewal option is exercised) to provide promotion and administrative support for three scholarship programs. Effective upon Governor and Executive Council approval from November 10, 2026 through November 9, 2029. **100% Other Funds (New Hampshire Excellence in Higher Education Trust Fund)**.

Funding is expected to be available as follows:

	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Total
01-38-38-38510-10470000-046-500638	$70,000	$60,000	$60,000	$190,000

EXPLANATION

RSA 6:38 established the New Hampshire Excellence in Higher Education Endowment Trust Fund (the "Fund") to provide postsecondary education scholarships for financially-qualified New Hampshire residents attending participating New Hampshire colleges. Fund revenues are derived from an administrative assessment applied to the market value of each 529 education savings account. Since 2006, the Fund has distributed over $250 million in scholarship aid for the benefit of New Hampshire students and last year over 12,000 scholarships were granted ranging from $1,000 to $10,000.

The Advisory Commission is responsible for the administration, implementation and management of three distinct scholarship programs: The UNIQUE Annual Allocation Program, UNIQUE Endowment Allocation Program, and the Governor's Scholarship Program ("Scholarship Programs" or "Programs"), and has relied on the State Treasury for the day-to-day operations and oversight. The Advisory Commission now recognizes that while the operation and fund management

objectives have been met over the years, the goals of promotion and ongoing outreach to New Hampshire families and students have not been fully met.

This is a **Sole Source** contract because Granite Edvance Corporation offers a unique combination of statewide reach, operation expertise, and education funding experience that enables the organization to successfully administer and promote the Scholarship Programs. Granite Edvance currently administers multiple scholarship programs supporting both four-year institutions and two-year or trade programs. Additionally, Granite Edvance has a comprehensive education outreach network in New Hampshire providing resources and support to students, families, educators, counselors, and community organizations.

The partnership with Granite Edvance will enhance the support the State already provides to New Hampshire students and families. With more aid being disbursed every year, we have a unique opportunity to promote the Scholarship Programs throughout the state and incentivize students and families to stay in the state and choose a post-secondary education institution in the State of New Hampshire.

Respectfully requested,

/s/Monica I. Mezzapelle
State Treasurer

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire State Treasury		1.2 State Agency Address 25 Capitol Street, Room 121, Concord, NH 03301	
1.3 Contractor Name Granite Edvance Corporation		1.4 Contractor Address 3 Barrell Court, Concord, NH 03301	
1.5 Contractor Phone Number	1.6 Account Unit and Class 10470000-046	1.7 Completion Date 11/9/2029	1.8 Price Limitation $190,000
1.9 Contracting Officer for State Agency Monica I. Mezzapelle		1.10 State Agency Telephone Number 603-271-2621	
1.11 Contractor Signature [redacted] Date: 10/13/26		1.12 Name and Title of Contractor Signatory Scott E. Rogers, Chief Financial Officer	
[redacted] Date: 10/14/2026		1.14 Name and Title of State Agency Signatory Monica I. Mezzapelle, State Treasurer	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Jackson Place		On: October 15, 2026	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials [redacted]
Date 10/13/26

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials BQ
Date 10/13/26

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials [illegible]

Date 10/13/26

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials SB

Date 10/13/26

EXHIBIT A
Special Provisions

The State Treasury on behalf of the New Hampshire College Tuition Savings Plan Advisory Commission ("Advisory Commission") and Granite Edvance Corporation ("Contractor") agree to the following modifications to the general provisions of the P-37 Standard Contract Form as part of the agreement to provide promotion and administrative support for the UNIQUE and Governor's Scholarship programs.

Section 1.7 of this Agreement is amended by adding the following:
This agreement is for a term of approximately three years from the date of Governor and Executive Council approval to the Completion Date in Box 1.7 of the P-37. The contract term may be extended by an additional term of two years at the sole option of the Advisory Commission, subject to the parties' prior written agreement and required governmental approvals including Governor and Executive Council. Notice of non-renewal shall be provided to Contractor no later than 60 days prior to the expiration of the initial term.

Section 1.8 of this Agreement is amended by adding the following:
In the event the parties agree to extend the Agreement for an additional two years, in connection with Exhibit B and Exhibit C, the additional payment amount shall not exceed $120,000 for a two-year extension, payable in arrears in equal, quarterly payments of $15,000.

Section 6.4 of this Agreement is by amended by adding the following sentences to the end of such Section: "Notwithstanding the foregoing, the Contractor shall not be required to disclose, or make subject to review, any books, records, documents, or financial data that are not directly relevant to the verification of costs explicitly billable to the State under this Agreement. Under no circumstances shall the State, or any of its agencies, auditors, or representatives, have access to the Contractor's proprietary financial systems, internal profit margins, overhead calculations, unrelated client projects, or intellectual property. Any access permitted under this Agreement shall be conducted only upon thirty (30) days' prior written notice to the Contractor, during normal business hours, and at the State's sole expense."

Section 9.1 of this Agreement is hereby amended by deleting "thirty (30)" and substituting therefore "sixty (60)".

Contractor Initials
Date 10/13/26

EXHIBIT B

Scope of Services

The New Hampshire College Tuition Savings Plan Advisory Commission and the State Treasury are responsible for ensuring the proper administration, implementation and management of three distinct scholarship programs in accordance with RSA 6:37-41, RSA 195-H:11-14, and administrative rules Csp 400, 600, and 700: The UNIQUE Annual Allocation Program, UNIQUE Endowment Allocation Program, and the Governor's Scholarship Program.

The contractor shall provide the following services with respect to the three scholarship programs:

1. Provide ongoing statewide informational outreach to New Hampshire students and families on the scholarship programs.
   a. Provide support, outreach, and promotion of the scholarship programs to students, families, educators, counselors, and community organizations.
   b. Contractor will develop and provide any collateral materials necessary to carry out promotions, events, informational mailings, and any other strategy to support the scholarship programs.

2. Administer scholarship operations in accordance with applicable State laws, rules, and policies and procedures.
   a. Administer institutional applications of post-secondary education institutions wishing to participate in any of the scholarship programs.
   b. Collect and review scholarship reports submitted by participating post-secondary education institutions to ensure students are eligible to receive scholarship funds and awards are in accordance with eligibility criteria and conditions established in the administrative rules for each program.
   c. Compile reimbursement requests from post-secondary education institutions and forward aggregate requests to the State Treasurer's office for disbursement of funds.
   d. Oversee annual compliance requirements to ensure post-secondary education institutions remain eligible to participate in the scholarship programs.
   e. Collect enrollment, tuition and fee data, and any other relevant information required to assist in the planning and budgeting of future awards. Report to the Treasurer's Office on an annual basis, but no later than November 15th of each year.

3. Contractor shall conduct monitoring and reporting across all aspects of the work and report at least quarterly, or as requested, to the State Treasurer's Office and Advisory Commission.
   a. Track outreach and educational interactions.
   b. Scholarship program results.
   c. Program monitoring and compliance.

4. Contractor shall maintain policies and procedures to ensure compliance with applicable State laws, administrative rules, federal regulations, and quality assurance.

5. Contractor shall utilize secure technology and/or platforms to facilitate data collection and security of student data.

6. Contractor shall maintain policies and procedures related to information security, data privacy, records retention, and system access, ensuring scholarship recipient information is protected throughout the program cycle.

Contractor Initials
Date 10/13/26

EXHIBIT C
Cost of Services

For the services performed, the State Treasury shall pay the Contractor an amount not to exceed $190,000, as follows:

1. $60,000 per annum to be invoiced on a pro-rata basis in year one, based upon where in the annual scholarship cycle work begins. Subsequent invoices shall be payable in arrears in equal, quarterly payments, of $15,000.

2. One-time set up fee of $10,000 in year one to develop customized educational and administrative resources necessary to perform the agreed-upon work. The fee will be invoiced in advance of the start of the work.

3. The State will pay invoices for fees incurred pursuant to this Agreement within 30 days of receipt of same from the Contractor.

4. Upon any extension of the term of the Agreement in connection with Exhibit B, the additional payment amount shall not exceed $120,000 for a two-year extension, payable in arrears in equal, quarterly payments of $15,000.

Contractor Initials
Date 10/13/26

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE EDVANCE CORPORATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 24, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **69165**
Certificate Number: **0008037452**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of October A.D. 2026.

David M. Scanlan
Secretary of State

OFFICER'S CERTIFICATE OF AUTHORITY

The undersigned President and Chief Executive Officer of Granite Edvance Corporation, a New Hampshire nonprofit corporation (the "Company"), as of this 13 day of October, 2026, hereby certifies as follows:

1. She is a duly authorized officer of the Company and is acting in such capacity hereunder;
2. The following person holds the Company's office listed next to his name, and the signature set forth opposite his name and title is his genuine signature:

NAME	TITLE	SIGNATURE
Scott E. Rogers	Vice President, Chief Financial Officer	

3. Pursuant to the Company's governing documents, such officer is duly authorized to execute certain legally binding agreements on behalf of the Company, including the agreement between the State of New Hampshire and the Company, as contractor, dated on or about the date hereof, governing certain scholarship administration duties that the Company shall undertake as an independent contract of the State of New Hampshire; and
4. Pursuant to the Company's governing documents, the undersigned has the power and authority to execute this certificate on behalf of the Company.

Duly executed this 13 day of October, 2026, by:

Name: Christiana Thornton
Title: President and Chief Executive Officer
Granite Edvance Corporation

State of New Hampshire
County of Merrimack

The foregoing certificate was acknowledged before me this 13 day of October, 2026, by Christiana Thornton, as President and Chief Executive Officer of Granite Edvance Corporation, a New Hampshire nonprofit corporation, on behalf of such corporation.

[Seal]

ANN GAMBINO
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES DECEMBER 20, 2028

Signature:
Name: Ann Gambino
Commission expires: Dec. 2028

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/8/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Agency LLC 101 Huntington Avenue Boston MA 02199	CONTACT NAME: PHONE (A/C, No, Ext): 888-850-9400 FAX (A/C, No): 866-795-8016 E-MAIL ADDRESS: MMA.NewEngland.Cert@marshmc.com
INSURED NEWHAMPSHIGHER Granite Edvance Corporation PO Box 2087 Concord NH 03302	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Chubb Indemnity Insurance Comp — 12777 INSURER B : Federal Insurance Company — 21784 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 659906280 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y	Y	D02011980	9/30/2026	9/30/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			76636684	9/30/2026	9/30/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB [ ] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	56718921	9/30/2026	9/30/2027	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	71755261	9/30/2026	9/30/2027	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

New Hampshire State Treasury, State of New Hampshire, the contracting agency, contracting officer's position are included as additional insured, as respects the general liability, if required by written contract, for work performed by named insured.

CERTIFICATE HOLDER

New Hampshire State Treasury
State House Annex, Room 121
25 Capitol St.
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NONPROFIT COVER SHEET

A. Entity Name: Granite Edvance Corporation

B. Entity's Contact Information:

Person responsible for Accuracy and Completeness of information provided:
Name: Scott Rogers Title: Vice President & Chief Financial Officer
Signature: _____

Additional Contact:
Name / Phone / Email: Micha Sabovik / 603-227-5488 / msabovik@graniteedvance.org

C. List Board of Directors and Affiliations

Name (Identify any additional role(s) in Parentheses) E.g., John Doe (President)	Affiliations
Paul Provost (Chair)	Retired (Former President NHTrust)
Gordon Koff (Vice Chair)	Director of Financial Aid, Dartmouth
Carol Houle (Treasurer)	EVP/CFO Reading Cooperative Bank
James Burnett III (Secretary)	Owner, Sight Line Public Affairs
Peter Burger, Esq.	President, Orr & Reno P.A.
William F. Dwyer	Retired (former NH State Treasurer)
Rick Elwell, CPA	Principal, Sprouts International, LLC
Susan Huard	Retired (former Interim Chancellor CCSNH)
Chuck Lloyd	Chancellor CCSNH
Mary Beth Lufkin	VP Enrollment Management Claremont Graduate University
Debra Miller	Retired (former VP NH Community Loan Fund)
Hans Olson	Consultant UMASS Lowell
Amy Bassett	Retired (former District Director US SBA)
Christiana Thornton (Ex Officio)	President & CEO Ganite Edvance

D. List Key Personnel (Resumes should be attached for each key personnel listed)

Name	Role	Annual Salary	Amount Paid From This Contract
Scott Rogers	Vice President & CFO	$ 269,465.00	$ 0.00
Micha Sabovik	VP Growth & Lending	$ 166,914.00	$ 0.00
Matt Wallace	VP Education & Career Pathways	$ 133,903.00	$ 0.00

DISCLOSURE OF LEGAL ACTIVITIES INVOLVING THE STATE OF NEW HAMPSHIRE OR ANOTHER GOVERNMENT ENTITY

E. Check one of the following:

☑ The entity is **not currently or has not been** party to any legal proceeding involving the State of New Hampshire (or any agency or subdivision thereof) or any other state/federal government entity before any adjudicative body in any jurisdiction **OR**

☐ The entity is or has been party to one or more legal proceedings as set forth above. Identify the jurisdiction, court or other adjudicative body, case number, and briefly describe the nature of the proceeding (Attached extra sheet if necessary).

CHARITABLE TRUSTS UNIT COMPLIANCE CERTIFICATION

F. Check one of the following (and attach applicable document):

☑ is registered and in good standing with the New Hampshire Department of Justice Charitable Trusts Unit (** see note below) **or** has submitted a complete application for registration to the Charitable Trusts Unit and is awaiting a registration determination **OR**

☐ is not required to register with the Charitable Trusts Unit because it is neither tax-exempt under section 501(c)(3) of the Internal Revenue Code nor engages in charitable solicitations in the State of New Hampshire **OR**

☐ is exempt from registration with the Charitable Trusts Unit because it is a federal or state government, agency, or subdivision or is a religious organization, an integrated auxiliary of a religious organization, or is a convention or association of churches.

** Note: If registered with DOJ, attach screen shot from the Registered Charities List found at:

https://mm.nh.gov/files/uploads/doj/remote-docs/registered-charities.pdf

New Hampshire Department of Justice — Registered Charities List — Charitable
G = Good Standing; X = Not in Good Standing; S = Suspended

Reg. No.	Charity Name	Address	City/Town	State	Zip Code	Status	Report Due
33349	Grace Farms Foundation, Inc.	PO Box 876	New Canaan	CT	06840	X	11/15/2022
34357	Grace in Action	201 N State StNew Ulm, MN 56073	New Ulm	MN	56073	G	11/15/2026
18824	Grace Message	PO Box 3755	Lubbock	TX	79452	X	5/15/2025
33242	Grace Place for Children and Families, Inc.	4300 21St Avenue SWNaples, FL 34116	Naples	FL	34116	G	12/15/2026
13698	Grace S. Shaw-Kennedy Foundation	152 Bean Road	Belmont	NH	03220	G	5/15/2027
18846	Graf Family Foundation, Inc.	PO Box 1569	Wolfeboro	NH	03894	X	5/15/2019
2392	Grafton County Home Association	3855 Dartmouth College Highway	North Haverhill	NH	03774	G	5/15/2027
1944	Grafton County Senior Citizens Council, Inc.	PO Box 433	Lebanon	NH	03766	G	2/15/2027
19430	Grafton Fire and Ambulance Auxiliary	PO Box 123, 5 Library Road	Grafton	NH	03240	X	5/15/2025
3374	Grafton Pond Land Trust	35 Old Powerhouse Road	Falmouth	ME	04105	G	5/15/2027
10686	Grafton Regional Development Corporation	PO Box 178	Plymouth	NH	03264	G	11/15/2026
32291	Grahamtastic Connection	21 Bradeen Street, Suite 107	Springvale	ME	04083	G	5/15/2027
12253	Grameen Foundation USA	2001 L Street NW, Suite 500Washington, DC 20036	Washington	DC	20036	G	11/14/2026
30918	Grammy Museum Foundation, Inc.	800 West Olympic Boulevard, Suite A245Los Angeles, CA 90015	Los Angeles	CA	90015	X	12/15/2025
19071	Grand Canyon Conservancy	4 Tonto StGrand Canyon, AZ 86023	Grand Canyon	AZ	86023	G	5/15/2027
15948	Grand Canyon Trust	2601 North Fort Valley Road	Flagstaff	AZ	86001	G	5/15/2027
31610	Grand Canyon University	3300 West Camelback Road, Building 26	Phoenix	AZ	85017	G	5/14/2027
18704	Grand Circle Foundation, Inc.	347 Congress Street	Boston	MA	02210	G	11/15/2026
17881	Grand Lodge of NH, I.O.O.F: Fidelity Lodge #71	PO Box 561	Wolfeboro Falls	NH	03896	G	2/14/2027
17381	Grand Lodge of Pennsylvania Charity Foundation	One Masonic Drive	Elizabethtown	PA	17022-2199	X	5/15/2025
12504	Grand Monadnock Rotary Charitable Fund	PO Box 354	Peterborough	NH	03458-0354	G	11/14/2026
15585	Grand Monadnock Youth Choirs	PO Box 54	Peterborough	NH	03458	G	5/15/2027
35072	Grand Teton Music Festival, Inc.	PO Box 9117 Attn: Tim Dodge	Jackson	WY	83002	X	5/15/2025
14088	Grand Teton National Park Foundation	PO Box 249	Moore	WY	83012	G	2/14/2027
35261	Granite Advancement Project	1 Manorview Drive	Raymond	NH	03077	G	5/15/2026
31617	Granite Backcountry Alliance	PO Box 2854, 53 Technology Lane	North Conway	NH	03860	G	5/15/2027
13413	Granite Bench Charitable Foundation	PO Box 1532 AFTPennington, NJ 08534-1501	Pennington	NJ	08534-1501	G	5/15/2027
33577	Granite CEO Peer Group	31 Gebig Road	Nottingham	NH	03290	X	5/15/2023
5525	Granite Edvance Corporation	3 Barrell CourtConcord, NH 03301	Concord	NH	03301	G	2/15/2027
35486	Granite Hearth	PO Box 401	Dover	NH	03821	G	5/15/2027
18287	Granite Institute	PO Box 28	Woodsville	NH	03785	X	5/15/2020

FINANCIAL DISCLOSURES

G. Check one the following (and attach applicable financial documentation):

☑ The organization hired an outside firm to audit its financial statements or to prepare GAAP-compliant financial statements for its most recently completed fiscal year. If so, please ensure that the financial statements and audit results are attached. **OR**

☐ The above does not apply, but the organization filed an IRS Form 990 or Form 990-EZ for its most recently completed fiscal year. Please attach that IRS Form 990 or Form 990-EZ to the submission. (Form 990 Schedule B is not required) **OR**

☐ ***If neither of the above apply***, complete the Income Statement and Balance Sheet below with the following basic financial information from the organization's most recently completed fiscal year:

1. INCOME STATEMENT

	Revenue		Expenses
Grants		*Compensation of officers, directors, and key personnel*	
Donations			
Program Services Revenue		*Other salaries & wages*	
		Payroll taxes & employee benefits	
Interest & Dividends			
All other Revenue		*Occupancy, rent, utilities, and insurance*	
Total Revenue		*Printing, publications, postage, office supplies, and IT*	
		All other expenses	
		Total Expenses	

FINANCIAL DISCLOSURES (cont.)

2. BALANCE SHEET

Assets		Liabilities	
Cash & Equivalents		*Accounts Payable*	
Investments		*Loans Payable*	
Real Estate (less any depreciation)		*All other liabilities*	
Other Property & Equipment (less any depreciation)		Total Liabilities	
Pledges, grants, accounts receivable			
All other assets			
Total Assets			

D. Resumes of Key Personnel

Scott Rogers, Vice President and Chief Financial Officer. Mr. Rogers joined the Corporation in May 2021. He most recently served as Chief Financial Officer of a New Hampshire-based direct response marketing firm focused on assisting nonprofit organizations. Prior to that, he was Vice President and Chief Financial Officer of an electrical equipment manufacturer and was a founding member of that company in 1999. Mr. Rogers also has served as Controller of a startup semiconductor capital equipment manufacturer, Assistant Vice President, Financial Planning and Analysis for the Life & Health insurance operations of a Fortune 500 insurance company, Controller of a New York City-based HMO, and as a bank real estate lending officer. Mr. Rogers earned a Bachelors' degree from Columbia University and an MBA from the University of New Hampshire. He formerly served as Chair of the Granite State Workers Compensation Manufacturers Trust and Treasurer of the HELM Excess Insurance Trust. Mr. Rogers has also served on the boards of Special Olympics of New Hampshire, the Manchester Community Music School, and Samaritans of South-Central New Hampshire.

Micha Sabovik, Vice President Growth & Lending Solutions. Ms. Sabovik joined the Corporation in May 2025. She was most recently CEO at MentorWorks Education Capital, a mission-driven education finance entity providing opportunities for affordable education with wraparound career support. Ms. Sabovik's 30-year career includes senior roles at Boston University, Brandeis International Business School, CIEE, and MentorWorks, where she has driven innovation in enrollment, career services, student services, marketing, and financial aid. Ms. Sabovik holds two degrees from Boston University.

Matt Wallace, Vice President, Education & Career Pathways. Mr. Wallace leads the Corporation's mission-driven initiatives throughout New Hampshire. In this role, Mr. Wallace is dedicated to expanding program offerings and deepening the organization's impact on those choosing to lend with the Corporation. Mr. Wallace brings a unique blend of experience from his tenure in enrollment management at Plymouth State University, where he earned his bachelor's degree.

BAKER
NEWMAN
NOYES

Granite Edvance Corporation

Consolidated Financial Statements

For the Years Ended September 30, 2025 and 2024
With Independent Auditors' Report

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

HLB WE ARE AN INDEPENDENT MEMBER OF THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

BAKER NEWMAN NOYES

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HLB WE ARE AN INDEPENDENT MEMBER OF THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

INDEPENDENT AUDITORS' REPORT

Board of Trustees
Granite Edvance Corporation

Opinion

We have audited the consolidated financial statements of Granite Edvance Corporation and Subsidiaries (the Company), which comprise the consolidated statements of financial position as of September 30, 2025 and 2024, the related consolidated statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of September 30, 2025 and 2024, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are issued or available to be issued.

Board of Trustees
Granite Edvance Corporation

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 18, 2025

GRANITE EDVANCE CORPORATION

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

September 30, 2025 and 2024

	2025	2024
ASSETS		
Cash and cash equivalents	$ 1,275,351	$ 3,253,636
Restricted cash	46,371,282	31,204,752
Interest receivable	19,613,379	20,391,099
Amounts due from the U.S. Government – subsidized interest and other	430,151	721,372
Investment securities	165,505,343	147,404,837
Student loans receivable, net allowance for credit losses of $27,757,275 and $29,930,715 at 2025 and 2024, respectively	675,472,442	698,290,384
Property, plant and equipment, net	3,034,196	1,819,858
Assets whose use is limited:		
Cash collected on serviced loans	82,625	269,951
Other assets	989,499	1,117,185
Total assets	$ 912,774,268	$ 904,473,074
LIABILITIES AND NET ASSETS		
Liabilities:		
Lines of credit	$ 3,672,600	$ 73,070,433
Accounts payable and accrued expenses	1,851,292	3,825,188
Accrued interest payable	4,928,674	2,343,281
Other liabilities	1,727,917	1,473,188
Notes payable, net	572,901,573	509,930,476
Total liabilities	585,082,056	590,642,566
Commitments and contingencies (notes 2, 5 and 10)		
Net assets:		
Without donor restriction	327,692,212	313,830,508
Total liabilities and net assets	$ 912,774,268	$ 904,473,074

See accompanying notes.

GRANITE EDVANCE CORPORATION

CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

Years Ended September 30, 2025 and 2024

	2025	2024
Change in net assets:		
Revenues and gains:		
Interest on student loans	$ 46,734,342	$ 46,679,239
Net interest benefits and special allowance on student loans	1,788,388	3,171,188
Net investment return	19,142,498	29,399,871
Other income	328,325	832,552
Total revenues and gains	67,993,553	80,082,850
Expenses:		
Interest expense	29,954,237	30,765,766
Salaries and fringe benefits	8,585,672	7,754,093
Consolidation loan fees	729,744	910,593
Bond administration expenses	571,581	712,694
Borrower rebates	2,281,446	1,201,278
Scholarships to New Hampshire students	742,000	523,750
Administrative and other expenses	5,937,820	7,658,264
Depreciation and amortization	399,137	535,860
Provision for credit losses	4,930,212	4,460,970
Total expenses	54,131,849	54,523,268
Increase in net assets	13,861,704	25,559,582
Net assets at beginning of year	313,830,508	296,257,826
Cumulative effect of change in accounting principle (Accounting Standards Codification (ASC) Topic 326 adoption)	–	(7,986,900)
Net assets at end of year	$ 327,692,212	$ 313,830,508

See accompanying notes.

GRANITE EDVANCE CORPORATION

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2025 and 2024

	2025	2024
Cash flows from operating activities:		
Increase in net assets	$ 13,861,704	$ 25,559,582
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Capitalized student loan interest	(11,895,447)	(13,178,839)
Amortization of deferred loan origination costs	1,155,220	2,814,316
Amortization of debt issuance costs	1,147,177	1,618,931
Amortization of original issue discount, net	788,064	1,334,274
Provision for credit losses	4,930,212	4,460,970
Net realized and unrealized gains on investments	(12,324,007)	(24,133,855)
Depreciation and amortization	399,137	535,860
Changes in operating assets and liabilities:		
Amounts due from U.S. Government	291,221	248,818
Interest receivable	777,720	3,000,601
Cash collected on serviced loans	187,326	535,094
Accrued interest payable	2,585,393	1,781,014
Other assets	127,686	1,341,943
Accounts payable and accrued expenses	(1,973,896)	(475,052)
Other liabilities	107,474	(135,506)
Net cash provided by operating activities	164,984	5,308,151
Cash flows from investing activities:		
Student loan disbursements	(83,876,973)	(66,090,791)
Student loan principal payments received	115,259,559	107,813,168
Loan origination costs paid for student loans	(2,607,374)	(2,373,798)
Purchases of property, plant and equipment	(1,613,475)	(515,065)
Purchases of investments	(15,251,772)	(32,085,131)
Sales of investments	9,475,273	29,711,212
Net cash provided by investing activities	21,385,238	36,459,595
Cash flows from financing activities:		
Proceeds from issuance of notes payable, net	146,101,281	70,946,003
Payments on notes payable	(85,065,425)	(106,437,496)
Net (payment) borrowing on lines of credit	(69,397,833)	3,344,833
Debt issuance costs	–	(2,119,021)
Net cash used by financing activities	(8,361,977)	(34,265,681)
Net increase in cash, cash equivalents and restricted cash	13,188,245	7,502,065
Cash, cash equivalents and restricted cash at beginning of year	34,458,388	26,956,323
Cash, cash equivalents and restricted cash at end of year	$ 47,646,633	$ 34,458,388

GRANITE EDVANCE CORPORATION

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended September 30, 2025 and 2024

	2025	2024
Reconciliation of cash, cash equivalents and restricted cash to the Consolidated Statements of Financial Position:		
Cash and cash equivalents	$ 1,275,351	$ 3,253,636
Restricted cash	46,371,282	31,204,752
	$ 47,646,633	$ 34,458,388
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	$ 25,433,603	$ 26,031,546
Initial recognition of ASC Topic 326 adoption	–	7,986,900

See accompanying notes.

GRANITE EDVANCE CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2025 and 2024

1. Organization

Granite Edvance Corporation (the Company) is a private, non-profit, tax-exempt corporation founded in 1983 and organized for the purpose of providing financial assistance to qualifying students. The Company does so by providing private non-guaranteed student loans which are aimed at borrowers who have difficulty obtaining financial assistance through Federal loan programs. Additionally, the Company, in accordance with its mission, provides support to New Hampshire students and families in navigating their educational and career pathways through direct outreach and counseling, seminars, grants and scholarships. Scholarships totaled $742,000 and $523,750 in 2025 and 2024, respectively. Such amounts are recorded as scholarships to New Hampshire students in the accompanying 2025 and 2024 consolidated statements of activities and changes in net assets.

2. Summary of Significant Accounting Policies

The accounting and reporting policies of the Company conform with accounting principles generally accepted in the United States of America (U.S. GAAP). The following describes the more significant accounting policies:

Consolidation

The consolidated financial statements contain the accounts of the Company and its subsidiaries: EDvestinU Private Loan Issue No. 1, LLC, EDvestinU Private Loan Issue No. 2, LLC, EDvestinU Private Education Loan Issue No. 3, LLC and EDvestinU Private Education Loan Issue No. 4, LLC, which are wholly owned limited liability companies that originate and purchase private non-guaranteed student loans. All significant intercompany balances and transactions have been eliminated in consolidation.

Basis of Accounting

The consolidated financial statements are prepared on the accrual method of accounting and, accordingly, recognize revenues as earned and expenses as incurred. The Company is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restriction and net assets with donor restriction. Any support or contributions received are recorded as without donor restriction or with donor restriction depending on the existence and/or nature of any donor restrictions. The Company does not have any net assets with donor restrictions at September 30, 2025 or 2024.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The most significant estimate used in the preparation of the consolidated financial statements is the allowance for credit losses on private and Federal Family Education loans.

2. Summary of Significant Accounting Policies (Continued)

Cash, Cash Equivalents and Restricted Cash

The Company considers all highly liquid investments with original maturities of three months or less when purchased, other than restricted cash, to be cash equivalents.

The Company maintains cash in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risk of loss on cash and cash equivalents.

As of September 30, 2025 and 2024, the Company has restricted cash of $46,371,282 and $31,204,752, respectively, in Goldman Sachs Financial Square Government Fund (the Fund) and TD Bank guaranteed investment contracts under restrictions set forth in the floating rate note and variable rate demand bonds for the payment of bond principal, interest, and certain fees (see also note 6). The Fund seeks current income exempt from most state and local individual income taxes, while preserving capital and liquidity. The Fund invests exclusively in high-quality, short-term money market instruments that consist of U.S. Treasury obligations.

Investment Securities

Investment securities are carried at fair value. Net investment return in the consolidated statements of activities and changes in net assets includes both unrealized and realized investment gains and losses and interest and dividend income net of investment fees. Realized gains and losses are based on the specific identification of the related investments.

The Company invests in various investment securities. Investment securities are exposed to various risks, such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the value of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the financial statements. The investments in the Vanguard Total Stock Market Index Fund totaling $42,708,075 and $36,394,702 exceeded 10% of investment securities at September 30, 2025 and 2024, respectively.

Revenue Recognition

The Company accounts for revenues under Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, and determines the amount of revenue to be recognized through application of the following steps:

- Identification of the contract with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenue when or as the Company satisfies the performance obligations.

Revenues are recognized when performance obligations are satisfied, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are deferred until any restrictions are met or allowable expenditures are incurred.

2. Summary of Significant Accounting Policies (Continued)

Student Loans

Student loans consist of guaranteed student loans through the Federal Family Education Loan (FFEL) Program and private loans which are made to post-secondary students attending eligible educational institutions and guaranteed parental loans made to parents of dependent undergraduate students, graduate and professional students and independent undergraduate students attending eligible educational institutions. Student loans also include consolidation loans which are loans to eligible borrowers that combine two or more existing student loans and extend the repayment period. Student loans are stated at their unpaid principal balance plus the unamortized amount of loan origination costs paid to disburse the loans. Loan origination costs are deferred and recognized as a reduction of interest income on student loans over the estimated life of student loans on a method which approximates the level yield. Interest on student loans is recognized as revenue in the period earned. The Company considers student loans past due upon 15 days after payment due date.

The United States Department of Education (ED) makes quarterly interest subsidy payments on guaranteed loans on behalf of certain qualified borrowers until the borrower is required to begin repayment. Repayment on Stafford Student Loans normally begins within six months after borrowers complete their course of study, leave school or cease to carry at least one-half the normal full-time academic load as determined by the educational institution. Repayment of PLUS, SLS and consolidation loans normally begins within sixty days from the date of loan disbursement unless a deferment of payments has been granted. In these cases, full repayment of principal and interest would resume at the expiration of the deferment. Interest accrues during this deferment period.

ED provides a special allowance to lenders participating in the Stafford, PLUS, SLS, and consolidation student loan programs. Special allowance is paid based on a rate that is established quarterly.

Interest on student loans is recognized as revenue in the period earned on guaranteed student loans and ceases when a private loan defaults after it is 180 days past due. Special allowance is recognized as revenue in the period earned on guaranteed student loans.

Allowance for Credit Losses

Student loans consist of guaranteed and private loans. Guaranteed student loans are guaranteed through a guarantee agency and substantially all are reinsured by the ED. Private loans have no guarantee and there is the risk that guaranteed loans may lose their guarantee and become uncollectible under certain circumstances. Student loans originated under the FFEL Program subsequent to July 1, 2006 are only reinsured for 97% of the principal amount. Student loans under the FFEL Program originated on or after October 1, 1993 and before July 1, 2006, are reinsured for 98% of the principal amount. Student loans under the FFEL Program originated prior to October 1, 1993, are 100% reinsured. At September 30, 2025 and 2024, the Company's student loans under the FFEL Program are subject to a minimum of 97% guarantee. Therefore, management of the Company has established an allowance for credit losses to provide for probable credit losses for loans under the FFEL Program and private loans. Actual results could differ from those estimates. Loans are charged off when deemed uncollectible.

2. **Summary of Significant Accounting Policies (Continued)**

The allowance for credit losses is a valuation account that is deducted from the loans' amortized cost basis to present the net amount expected to be collected on loans. Loans are charged off against the allowance when management believes the collectibility of a loan balance is uncertain. Expected recoveries do not exceed the aggregate of amounts previously charged off and expected to be charged off.

The current expected credit loss (CECL) approach requires an estimate of the credit losses expected over the life of an exposure (or pool of exposures). The estimate of expected credit losses is based on relevant information about past events, current conditions, and reasonable and supportable forecasts that affect the collectibility of the reported amounts. Historical loss experience is generally the starting point for estimating expected credit losses. The Company then considers whether the historical loss experience should be adjusted for asset-specific risk characteristics or current conditions at the reporting date that did not exist over the historical period used. The Company also considers future economic conditions and portfolio performance as part of a reasonable and supportable forecast period.

Portfolio segment is defined as the level at which an entity develops and documents a systematic methodology to determine its allowance for credit losses. The Company has designated two portfolio segments of loans. The portfolio segments are further disaggregated into classes, which represent loans of similar type, risk characteristics, and methods for monitoring and assessing credit risk. The portfolio segments are disaggregated into classes based on outstanding bond issue. Each issue is secured by a portfolio of loans analyzed by the Company's bond underwriters and detailed in the Offering Memorandums created in support of each bond sale. The underlying loans for each bond issue share uniform underwriting criteria, have similar terms, and were originated during a defined time period. See note 5 regarding portfolio segments and classes.

The allowance for credit losses on off-balance sheet commitments represents expected credit losses on off-balance sheet commitments, such as future known disbursements or specific loan commitments. The off-balance sheet reserve is included in the other liabilities line item on the Company's consolidated statements of financial position.

Debt Issuance Costs/Original Issue Discounts and Premiums

The original issue discounts, premiums and debt issuance costs are presented as a reduction of the face amount of the notes payable. Original issue discounts and premiums are being amortized using the effective interest rate method as a component of interest expense. Debt issuance costs incurred in obtaining financing arrangements are being amortized on the straight-line basis over the estimated term of the related financing arrangements, which approximates the effective yield method.

Property, Plant and Equipment

Property, plant and equipment are stated at cost less accumulated depreciation. Costs incurred by the Company in the development of software used to provide services to customers or internal administration services are stated at cost less accumulated amortization. The provision for depreciation and amortization has been computed on the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives.

2. **Summary of Significant Accounting Policies (Continued)**

Advertising Costs

The Company expenses all advertising costs as incurred. Advertising expenses for the years ended September 30, 2025 and 2024 were approximately $163,800 and $854,600, respectively.

Income Taxes

The Company has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been included in the financial statements.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position they have historically taken on various tax exposure items including unrelated business income or tax status. Under guidance issued by the Financial Accounting Standards Board (FASB), assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position. Estimated interest and penalties, if applicable, related to uncertain tax positions are included as a component of income tax expense.

EDvestinU Private Loan Issue No. 1, LLC, EDvestinU Private Loan Issue No. 2, LLC, EDvestinU Private Loan Issue No. 3, LLC and EDvestinU Private Loan Issue No. 4, LLC are subject to federal and state tax laws, as applicable. They recognize deferred tax assets and liabilities for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and for loss and other carryforwards. These assets and liabilities are measured using rates expected to be in effect when differences reverse. Valuation allowances are provided to the extent that tax assets are not likely to be recovered. Deferred tax assets and liabilities at September 30, 2025 and 2024 were not significant.

Under guidance issued by the FASB, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position. Estimated interest and penalties, if applicable, related to uncertain tax positions are included as a component of income tax expense.

The Company has evaluated the positions taken on its filed tax returns. The Company has concluded no uncertain income tax positions exist at September 30, 2025 or 2024.

Functional Allocation of Expenses

The costs of providing program services and general and administrative activities have been summarized on a functional basis in note 11. Accordingly, costs have been allocated among program services and general and administrative services benefitted.

2. Summary of Significant Accounting Policies (Continued)

Reclassifications

Certain 2024 amounts have been reclassified to permit comparison with the 2025 consolidated financial statements presentation format.

3. Liquidity and Resources

Financial assets available for general expenditure, such as for operating expenses, and that are without other restrictions limiting their use, within one year of the 2025 consolidated statement of financial position date (September 30, 2025), comprise the following:

Cash and cash equivalents	$ 1,275,351
Amounts due from the U.S. Government – subsidized interest and other	430,151
Investment securities	165,505,343
	$ 167,210,845

To manage liquidity, the Company maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the Company. In addition, student loan payments of principal and interest will continue to be made to allow the Company to repay debt and the Company has availability under its lines of credit to originate private non-guaranteed student loans (see note 6).

4. Investment Securities

Investments, at fair value, are as follows at September 30, 2025 and 2024:

	2025	2024
Mutual funds	$ 152,856,587	$ 134,022,893
Common stock	3,668,912	3,174,421
Alternative investments:		
Global research equity	8,979,844	6,805,020
Global equity	–	3,402,503
	$ 165,505,343	$ 147,404,837

4. Investment Securities (Continued)

Net investment return consists of the following:

	2025	2024
Interest and dividend income	$ 6,896,632	$ 5,351,769
Net realized and unrealized gains on investments	12,324,007	24,133,855
Investment fees	(78,141)	(85,753)
Net investment return	$19,142,498	$29,399,871

5. Student Loans

Student loans bear annual fixed or variable interest rates ranging from 1.75% to 13.39% at September 30, 2025. Most of the Company's borrowers are located in the New England states, primarily in the State of New Hampshire, but are also located in other states throughout the United States.

The ED restricts student loan interest revenue for FFEL Program loans first disbursed on or after April 1, 2006. The Company is required to return borrower loan interest in excess of the special allowance formula rates for certain Stafford, PLUS and consolidation loans to the ED. The special allowance payments, net of return of interest, totaled $1,623,631 and $2,942,164 in 2025 and 2024, respectively, and is reflected as a reduction of net interest benefits and special allowance on student loans in the consolidated statements of activities and changes in net assets.

Student loans are classified as being in "interim" status during the period from the date the loan is made until a student is out of school either for six or nine months. Subsequent to this period, student loans are classified as being in "repayment" status. "Deferral" status is a period during the life of the loan when repayment is suspended for authorized purposes.

Management has determined that the FFEL Program student loans and private loans are portfolio segments. The Company further disaggregates its portfolio segments into classes of receivables based on outstanding bond issues. See note 6 regarding outstanding bond issues. FFEL student loans are disaggregated into one segment and private loans are disaggregated into five segments. Loans within each class are evaluated collectively.

The Company elected to exclude accrued interest receivable from the amortized cost basis of loans disclosed throughout this footnote. As of September 30, 2025 and 2024, accrued interest receivable for loans totaled $19,613,379 and $20,391,099, respectively, and is included in the interest receivable line item on the Company's consolidated statements of financial position.

5. Student Loans (Continued)

Student loans held for investment at September 30, 2025 and 2024 are summarized as follows:

	2025		2024	
	FFEL Loans	Private Loans	FFEL Loans	Private Loans
Status:				
Interim status	$ 15,125	$ 72,831,654	$ 15,125	$ 77,583,388
Deferral status	4,012,455	25,485,676	3,914,209	26,184,147
Repayment status:				
Current	74,190,160	492,050,112	86,064,280	496,668,969
Noncurrent	11,525,288	13,442,260	15,913,412	13,652,736
Deferred loan origination costs, net of amortization	–	9,676,987	–	8,224,833
Less: allowance for credit losses	(716,862)	(27,040,413)	(189,763)	(29,740,952)
Total student loans	$ 89,026,166	$ 586,446,276	$ 105,717,263	$ 592,573,121
Guarantee type:				
U.S. Department of Education:				
Guaranteed			$ 89,743,028	$ 105,905,602
Loss guarantee			–	1,424
Other – nonguaranteed			603,809,702	614,089,240
Deferred loan origination costs, net of amortization			9,676,987	8,224,833
Less: allowance for credit losses			(27,757,275)	(29,930,715)
Total student loans			$ 675,472,442	$ 698,290,384

The majority of student loans are pledged to the repayment of notes payable and lines of credit outstanding.

Transactions in the allowance for credit losses for the year ended September 30, 2025 were as follows:

	FFEL Loans	Private Loans
Balance, October 1	$ 189,763	$29,740,952
Provision for credit losses	703,281	4,079,676
Loans charged off	(176,182)	(8,133,813)
Recoveries	–	1,353,598
Balance, September 30	$ 716,862	$27,040,413

5. Student Loans (Continued)

Transactions in the allowance for loan losses for the year ended September 30, 2024 were as follows:

	FFEL Loans	Private Loans
Balance, October 1, prior to ASC Topic 326 adoption	$ 282,716	$ 28,979,155
Impact of Topic 326 adoption	3,211,716	4,080,308
(Recovery) provision for credit losses	(3,100,240)	6,930,001
Loans charged off	(204,429)	(11,192,227)
Recoveries	–	943,715
Balance, September 30	$ 189,763	$ 29,740,952

The following table presents an aging analysis of past due loans as of September 30, 2025 and 2024.

	2025		2024	
	FFEL Loans	Private Loans	FFEL Loans	Private Loans
31 – 60 days past due	$ 2,652,835	$ 4,916,352	$ 4,218,235	$5,766,140
61 – 90 days past due	1,789,608	4,009,649	1,754,040	2,694,348
Greater than 90 days past due	5,761,403	4,516,259	8,300,946	5,192,248
Claims filed	1,321,442	–	1,640,191	–
Total past due	$11,525,288	$13,442,260	$15,913,412	$13,652,736

At September 30, 2025 and 2024, substantially all delinquent FFEL loans were re-insured by the ED.

Loan Commitments

At September 30, 2025 and 2024, the Company had commitments to extend credit for private loans of approximately $19,147,000 and $11,573,000, respectively. Commitments to extend credit are agreements to lend to a borrower as long as there is no violation of any condition established in the commitment agreement. Commitments generally have fixed expiration dates or other termination clauses. The Company uses the same credit policies in making commitments as it does for student loans. Additionally, the Company had commitments to purchase loans totaling approximately $15,041,000 and $11,142,000 at September 30, 2025 and 2024, respectively, from Bank of Lake Mills under the agreement described in note 10.

The off-balance sheet reserve associated with committed loans at September 30, 2025 and 2024 is $1,473,340 and $1,326,085, respectively. Total provision relating to the off-balance sheet reserve recorded in 2025 and 2024 totaled $147,255 and $631,209, respectively.

6. Debt

The Company has the following notes outstanding at September 30, 2025 and 2024:

	2025	2024
Asset-Backed Notes 2019-1 (2019 ABN) issued April 18, 2019. Taxable; Redeemable on a monthly basis with the collections on student loans, after paying interest and reasonable fee and expenses. All principal payments are applied to Class A Notes until paid in full; maturing November 25, 2038, then Class B Notes until paid in full; maturing November 25, 2043:		
Class A Notes	$ 23,683,779	$ 36,963,049
Class B Notes	31,000,000	31,000,000
Taxable Student Loan-Backed Notes issued October 15, 2020. Redeemable on a monthly basis with the collections on student loans, after paying interest and reasonable fees and expenses. All principal payments are applied to Class A-1A and Class A-1B Notes until paid in full, maturing September 25, 2060, then Class B Notes until paid in full; maturing December 25, 2060:		
Class A-1A Notes	38,753,972	46,421,662
Class A-1B Notes	38,753,972	46,421,661
Class B Notes	6,600,000	6,600,000
Asset-Backed Notes 2021-1 (2021 ABN) issued March 11, 2021. Taxable; Redeemable on a monthly basis with the collections on student loans, after paying interest and reasonable fee and expenses. All principal payments are applied to Class A Notes until paid in full; maturing November 25, 2045, then Class B Notes until paid in full; maturing November 25, 2050:		
Class A Notes	89,076,872	113,081,790
Class B Notes	32,000,000	32,000,000
Asset-Backed Notes 2022-1 (2022 ABN) issued September 29, 2022. Taxable; Redeemable on a monthly basis with the collections on student loans, after paying interest and reasonable fee and expenses. All principal payments are applied to Class A Notes until paid in full; maturing November 25, 2040, then Class B Notes until paid in full; maturing November 25, 2045:		
Class A Notes	99,338,064	118,994,609
Class B Notes	21,000,000	21,000,000
Health and Education Facilities Authority Notes 2023-1 (2023 HEFA) issued October 18, 2023. Class A Taxable; Class B Tax-Exempt; redeemable on a semi-annual basis with the collections on student loans, after paying interest and reasonable fee and expenses. Both the Class A Notes and Class B Notes fully mature on November 1, 2043. Principal payments are applied as defined in the agreement:		
Class A Notes	38,510,000	40,950,000
Class B Notes	27,600,000	29,690,000

6. Debt (Continued)

	2025	2024
Health and Education Facilities Authority Notes 2024-1 (2024 HEFA) issued October 24, 2024. Class A Taxable; Class B Tax-Exempt; redeemable on a semi-annual basis with the collections on student loans, after paying interest and reasonable fee and expenses. Both the Class A Notes and the Class B Notes fully mature on November 1, 2044. Principal payments are applied as defined in the agreement:		
Class A Notes	$ 118,000,000	$ –
Class B Notes	19,195,000	–
	583,511,659	523,122,771
Less: unamortized original issue discount and premium, net	(1,562,580)	(2,956,924)
Less: unamortized debt issuance costs	(9,047,506)	(10,235,371)
	$ 572,901,573	$ 509,930,476

All bonds and notes payable are limited obligations of the Company and are secured, as provided in the underlying bond and note indentures, by an assignment and pledge to the Trustee of all the Company's rights, title and interest in certain student loans and revenues derived thereon and the guarantee thereof, including the insurance of certain student loans by the ED. In addition, a significant portion of restricted cash is held in trust to secure the bonds.

Proceeds from issuance of bonds and notes payable and all revenues thereon are held in trust and are restricted as follows: to retire bonds, originate student loans, repurchase student loans on a restricted basis, pay interest on the bonds, maintain required reserves and pay reasonable and necessary expenses.

Private Education Loan Asset-Backed Notes

The Company issued the 2019 ABN taxable notes through EDvestinU Private Loan Issue No. 2, LLC totaling $208,000,000 with an original discount of $52,792. The interest on these Private Education Loan Asset-Backed Notes is paid monthly, with the Class A notes interest rate fixed at 3.58%, and the Class B Notes interest rate fixed at 4.49%. The 2019 ABN contains covenants with which the Company was in compliance at September 30, 2025 and 2024.

The Company issued the 2021 ABN taxable notes through EDvestinU Private Loan Issue No. 3, LLC totaling $255,600,000 with an original issue discount of $567,325. The interest on these Private Education Loan Asset-Backed Notes is paid monthly, with the Class A Notes interest rate fixed at 1.80%, and the Class B Notes interest rate fixed at 3.50%. The 2021 ABN contains covenants with which the Company was in compliance at September 30, 2025 and 2024.

On September 29, 2022, the Company issued the 2022 ABN taxable notes through EDvestinU Private Loan Issue No. 4, LLC totaling $182,750,000 with an original issue discount of $4,919,925. The interest on these Private Education Loan Asset-Backed Notes is paid monthly, with the Class A Notes interest rate fixed at 5.25%, and the Class B Notes interest rate fixed at 6.25%. The 2022 ABN contains covenants with which the Company was in compliance at September 30, 2025 and 2024.

6. **Debt (Continued)**

Taxable Student Loan-Backed Notes

The Company issued the Taxable Student Loan-Backed Notes (TSLBN) 2020-1 Series totaling $257,550,000. The TSLBN 2020-1 notes consist of Class A-1A with an annual interest rate of 1.55%, A-1B with an interest rate at the 1-month SOFR plus 1.20% (5.47% at September 30, 2025) and B notes with an interest rate at the 1-month SOFR plus 2.00% (6.27% at September 30, 2025). The TSLBN 2020-1 Series contains covenants with which the Company was in compliance at September 30, 2025 and 2024.

Taxable and Tax-Exempt Loan Revenue Bonds

On October 18, 2023, the Company issued 2023 taxable and tax-exempt loan revenue bonds through New Hampshire HEFA, totaling $70,640,000 with an original issue premium of $306,003. The interest on these notes is paid semiannually, commencing May 1, 2024, with the 2023A Senior Taxable Bonds fixed interest rates ranging from 6.57% to 7.14%, and the 2023B Senior Tax-Exempt Bonds fixed interest rates at 5.00% to 5.50%. The 2023 HEFA contains covenants with which the Company was in compliance at September 30, 2025 and 2024.

On October 24, 2024, the Company issued 2024 taxable and tax-exempt loan revenue bonds through New Hampshire Health and Education Facilities Authority, totaling $145,495,000 with an original issue premium of $606,281. The interest on these notes is paid semi-annually, commencing May 1, 2025, with the 2024A Senior Taxable Bonds fixed interest rates ranging from 5.04% to 5.34%, and the 2024B Senior Tax-Exempt Bonds fixed interest rates ranging from 4.00% to 5.00%. The 2024 HEFA contains covenants with which the Company was in compliance at September 30, 2025.

Federal income tax rules limit the investment yield that the Company may retain from investing the proceeds and other funds related to its tax-exempt bonds. The excess yield is payable to the U.S. Treasury and included in other liabilities in the accompanying consolidated statements of net position. There was no significant liability as of September 30, 2025 and 2024.

Lines of Credit

The Company has a $48,500,000 revolving line of credit with a bank to provide temporary funding to originate private non-guaranteed student loans. The line of credit is payable upon demand. The interest rate is calculated using 1-month SOFR plus 1.30% (5.45% at September 30, 2025). The line of credit is collateralized by certain mutual funds and common stock, as defined, with a fair value of $78,508,211 and $76,234,027 at September 30, 2025 and 2024, respectively. The amounts outstanding against the line of credit at September 30, 2025 and 2024 is $3,672,600 and $12,254,600, respectively.

The Company entered into a $125,000,000 warehouse line of credit (the 2017 warehouse) with a bank to provide temporary funding to originate private non-guaranteed student loans, which was amended in October 2020 to increase availability to $225,000,000. The 2017 warehouse was amended to extend through October 2026. The interest rate is the 1-month Adjusted Term SOFR plus 0.85% for loans pledged less than or equal to 18 months outstanding, plus 1.75% for loans pledged outstanding 18 months to 30 months, and plus 2.00% for loans pledged outstanding greater than 30 months (4.99% at September 30, 2025). The warehouse line of credit is secured by the private non-guaranteed loans and reserve accounts. There is no amount outstanding against the 2017 warehouse at September 30, 2025. The amount outstanding against the 2017 warehouse at September 30, 2024 was $60,815,833.

6. Debt (Continued)

The 2017 warehouse line of credit is subject to concentration limitations, as defined, on eligible student loans and is subject to a minimum asset coverage requirement. At September 30, 2025, the Company was in compliance with these limits and requirements.

7. Employee Benefit Plan

The Company has a retirement plan pursuant to Section 403(b) of the Code. The Plan allows for deferral contributions of each participant's eligible compensation (not to exceed the IRS maximum). Company employees who are regularly scheduled to work at least twenty hours per week, are eligible to make deferral contributions upon the beginning of employment. The Plan provides for the Company to make a non-discretionary matching contribution equal to 100% of the employee's deferral contributions, not to exceed 3% of the employee's salary, once the participant fulfills the minimum hours worked and age requirements and has completed six months of credited service. The Plan also provides non-discretionary contributions, as defined, to those employees qualified under the *Service Contract Act*. Total amounts expensed under the Plan were approximately $159,000 and $155,000 for the years ended September 30, 2025 and 2024, respectively. Employees are immediately 100% vested in all non-discretionary employer contributions.

The Company may elect to make discretionary non-elective employer contributions to the Plan which are allocated to participants uniformly based upon relative compensation. Employees who have fulfilled the minimum hours worked, attained the age of twenty-one years, and have completed two years of service are eligible to receive these discretionary non-elective employer contributions. Employees are immediately 100% vested in all discretionary non-elective employer contributions. The Company made discretionary contributions of $106,000 and $108,000 to the Plan participants for the years ended September 30, 2025 and 2024, respectively.

8. Property, Plant and Equipment

Property, plant and equipment consist of the following at September 30:

	2025	2024
Land	$ 687,587	$ 687,587
Buildings and improvements	9,974,717	9,402,334
Furniture and fixtures	505,320	658,029
Computer equipment and software	2,938,740	2,567,169
	14,106,364	13,315,119
Less accumulated depreciation and amortization	(11,072,168)	(11,495,261)
	$ 3,034,196	$ 1,819,858

9. Fair Value Measurements

The FASB ASC 820, *Fair Value Measurements and Disclosures*, establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Company has the ability to access.

Level 2: Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability; and
- Inputs which are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Investments

Following is a description of the valuation methodologies used for investments measured at fair value at September 30, 2025 and 2024.

Common Stock and Mutual Funds: Valued at the closing price reported in the active market on which the individual securities are traded.

Alternative Investments: Valued at the net asset value of units held or the Company's proportionate share of fund net assets at year end, as determined by the limited partnerships or investment funds, based on quoted market prices or the best estimate of what market participants would use in pricing the underlying investments at the measurement date.

9. Fair Value Measurements (Continued)

It is Company management's responsibility to determine the fair value. For alternative investments, management utilizes information provided by the general partner or investment managers based in part on the latest audited or unaudited financial statements or performance reports of the underlying investment partnerships or other investment vehicles to determine the fair value of the total net assets. These investments are redeemable with the investment fund at net asset value or the Company's proportionate share of net assets under the original terms of the subscription agreements and operations of the underlying investment funds. However, it is possible that these redemption rights may be restricted or eliminated by the investment funds in the future in accordance with the underlying investment fund agreements. Due to the nature of the investments held by the investment funds, changes in market conditions and the economic environment may significantly impact the net asset value of the investment funds and, consequently, the fair value of the Company's interests in the investment funds. Furthermore, changes to the liquidity provisions of the investment funds may significantly impact the fair value of the Company's interest in the investment funds.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date. Management believes that reported fair values of its investments at the statement of financial position dates are reasonable.

Fair Value on a Recurring Basis

The following table sets forth by level, within the fair value hierarchy, the Company's investments recorded at fair value as of September 30, 2025 and 2024:

	Level 1	Level 2	Level 3	Total
2025				
Common stock	$ 3,668,912	$ –	$ –	$ 3,668,912
Mutual funds:				
Fixed income	48,837,596	–	–	48,837,596
Balanced	9,894,376	–	–	9,894,376
Equity	94,124,615	–	–	94,124,615
Total investment securities in fair value hierarchy	$ 156,525,499	$ –	$ –	156,525,499
Alternative investments measured at net asset value:				
Global research equity				8,979,844
Total investment securities				$ 165,505,343

9. Fair Value Measurements (Continued)

	Level 1	Level 2	Level 3	Total
2024				
Common stock	$ 3,174,421	$ –	$ –	$ 3,174,421
Mutual funds:				
Fixed income	44,252,068	–	–	44,252,068
Balanced	8,823,130	–	–	8,823,130
Equity	80,947,695	–	–	80,947,695
Total investment securities in fair value hierarchy	$ 137,197,314	$ –	$ –	137,197,314
Alternative investments measured at net asset value:				
Global research equity				6,805,020
Global equity				3,402,503
Total investment securities				$ 147,404,837

For the years ended September 30, 2025 and 2024, the application of valuation techniques to similar assets and liabilities is consistent.

In accordance with ASC 820-10, alternative investments that are measured at fair value using the net asset value per share practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the consolidated statements of financial position.

Information About Alternative Investments Measured at Net Asset Value per Share

Alternative Investments

Global equity is organized primarily to afford participants an opportunity to obtain long-term capital gains and income from a diversified portfolio of mid and smaller capitalization equity securities generally located in any country other than the United States and Canada. The Company may withdraw all or part of its balance without restrictions as of the month end provided written notice is given at least six days prior to the withdrawal.

Global research equity investment objective is to generate long-term total returns by investing in equity securities worldwide, with a maximum of 50% of the weighted average carbon intensity of the index. The Company may generally withdraw all or any portion of the Company's balance as of the last business day of each month, upon not less than 10 business days' prior written notice, subject to certain minimum withdrawal amounts.

9. Fair Value Measurements (Continued)

Redemption Frequency

There were no unfunded commitments as of September 30, 2025. The redemption frequency of the alternative investments at September 30, 2025 is summarized as follows:

	Redemption Frequency	Redemption Notice Period
Global research equity	Monthly	10 days

10. Commitments and Contingencies

In May 2023, the Company entered into a five-year loan servicing agreement with a third party to serve as the primary education loan servicer for its loan portfolios (FFEL Program and private non-guaranteed student loans). This contract provides servicing, servicing transfer, and reporting services related to the servicing of the Company's loan portfolio. The FFEL Program loans were transferred to this servicer in September 2023. Private non-guaranteed student loans were transferred in October 2023. The agreement states an initial minimum monthly fee in the amount of $62,500, if the per borrower servicing fees are below this amount, until December 31, 2024. A monthly fee of $2,000, in addition to the per borrower servicing fee, is required beyond January 1, 2025.

The Company participates in the FFEL Program. The program is subject to financial and compliance audits by the ED and resolution of identified compliance issues. The amount, if any, of program revenues which may be disallowed by the ED cannot be determined at this time.

The Company entered into a loan origination and sale agreement with Bank of Lake Mills on May 7, 2024 to purchase Program Loans funded by Bank of Lake Mills. For each loan purchased, the Company has 100% participation interest and equitable title of each Multi-Disbursement Program Loan originated by Bank of Lake Mills, plus a percentage of the accrued interest and fees thereon, as set forth in the respective Participation Certificate related to the respective participation interest. The Company is required to pay premiums based on the full principal balance of each purchased loan as follows (subject to certain annual minimums): 0.75% on the first twenty-five million dollars of disbursements, 0.65% on disbursements above twenty-five million dollars and up to fifty million dollars, and 0.50% on disbursements above fifty million dollars.

11. Functional Allocation of Expenses

The Company provides financial assistance to eligible students as described in note 1. Expenses related to providing these services are as follows for the years ended September 30, 2025 and 2024:

	Program	General and Administrative	Total
2025			
Interest expense	$29,954,237	$ –	$29,954,237
Salaries and fringe benefits	6,896,033	1,689,639	8,585,672
Consolidation loan fees	729,744	–	729,744
Bond administration expenses	571,581	–	571,581
Borrower rebates	2,281,446	–	2,281,446
Scholarships to New Hampshire students	742,000	–	742,000
Administrative and other expenses	5,013,486	924,334	5,937,820
Depreciation and amortization	338,436	60,701	399,137
Provision for credit losses	4,930,212	–	4,930,212
	$51,457,175	$2,674,674	$54,131,849
2024			
Interest expense	$30,765,766	$ –	$30,765,766
Salaries and fringe benefits	6,283,591	1,470,502	7,754,093
Consolidation loan fees	910,593	–	910,593
Bond administration expenses	712,694	–	712,694
Borrower rebates	1,201,278	–	1,201,278
Scholarships to New Hampshire students	523,750	–	523,750
Administrative and other expenses	6,610,862	1,047,402	7,658,264
Depreciation and amortization	480,919	54,941	535,860
Provision for credit losses	4,460,970	–	4,460,970
	$51,950,423	$2,572,845	$54,523,268

The consolidated financial statements report certain expense categories that are attributable to more than one program or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function, such as depreciation and amortization, are allocated to a function based on square footage. Supporting activities that are not directly identifiable with a program are classified as general and administrative. If it is impossible or impractical to make a direct identification, allocation of the expenses was made according to management's estimates. Employee benefits are allocated in accordance with the ratio of salaries and wages of the functional classes. Specifically identifiable costs are assigned to the function to which they are identified.

12. Subsequent Events

Events occurring after the consolidated statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated subsequent events through December 18, 2025, which is the date the consolidated financial statements were available to be issued.