



45 *DAW*

STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
OFFICE OF THE COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

April 10, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Resource and Economic Development, Office of Workforce Opportunity to enter into a **sole source** contract with Gorham Paper and Tissue (VC228164), Gorham, NH in the amount of \$10,000 for the delivery of in house job skills training to employees in an effort to avert additional lay-offs in the North Country. Training activities will include cross training employees while on the job and/or on-line training programs as appropriate. This contract is 100% other funds.

Funding for this contract is to be encumbered from account titled, Workforce Opportunity BD Funds, as follows:

	<u>FY 14</u>
03-35-35-350510-58930000-103-502664 Contract for Operational Services	\$10,000.00

EXPLANATION

This is a **sole source** contract based on company specific training needs for current employees of Gorham Paper and Tissue, LLC. Consistent with the vision of the State Workforce Investment Board (Board), which is to "serve as a catalyst to establish a secure and sustainable workforce that can meet current and future skilled labor needs and provide a competitive advantage for New Hampshire businesses", the Board has authorized the Office of Workforce Opportunity to make funds available to Gorham Paper and Tissue to further the development of a trained workforce in the North Country by developing the skills of the current workforce to remain competitive.

The Attorney General's Office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,

Jeffrey J. Rose


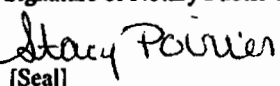
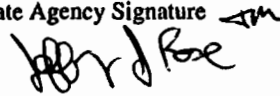
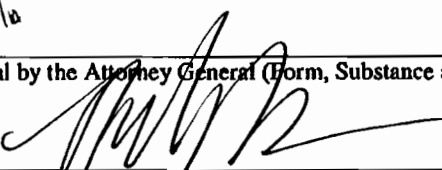
Jeffrey J. Rose, Commissioner

Subject: Gorham Paper & Tissue Employee Layoff Aversion Project FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH Department of Resources & Economic Development, Office</u>		1.2 State Agency Address <u>172 Pembroke Road, Concord, NH 03302</u>	
1.3 Contractor Name <u>Gorham Paper & Tissue, LLC</u>		1.4 Contractor Address <u>72 Cascade Flats Gorham, NH 03581</u>	
1.5 Contractor Phone Number <u>(603) 342-2000</u>	1.6 Account Number <u></u>	1.7 Completion Date <u>December 30, 2014</u>	1.8 Price Limitation <u>\$10,000</u>
1.9 Contracting Officer for State Agency <u>Jeffrey J. Rose, Commissioner</u>		1.10 State Agency Telephone Number <u>(603) 271-2411</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Michael W. Johnson / CFO</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coos</u> On <u>4/9/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace <u>STACY POIRIER, Notary Public</u> <u>Notary Expires December 14, 2016</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>llla</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4/9/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 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. The State shall have no liability to the Contractor other than the contract price.
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 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.

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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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, 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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. 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.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. 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.

24. 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 relating hereto.

EXHIBIT A
STATEMENT OF WORK

TERM & EXTENSION

This cost reimbursement agreement for services between Gorham Paper and Tissue (GPT) and NH Department of Resources & Economic Development, Office of Workforce Opportunity (OWO) will be for a term beginning April 23, 2014 or upon Governor and Council approval, whichever comes later, and terminating on December 30, 2014. **Total payments under this agreement shall not exceed \$10,000.00** and shall be expended consistent with the terms outlined in Exhibit B of this agreement. These funds are made available through the State Workforce Investment Board (Board) to support employee training activities identified by GPT as necessary in an effort to avert future layoffs at the Gorham facility.

DESCRIPTION OF SERVICES

In January 2014 GPT was forced to eliminate 30 positions and lay-off an additional 20 workers in response to rising energy costs. This contract between OWO and GPT is for the purpose of providing upgrading and/or re-training for current GPT employees to avoid future layoffs at the company. To this end, the company will adopt a layoff aversion strategy which includes cross training employees to work on machines and/or projects as needed to meet current production demands. GPT has identified a critical need for workers trained in multiple disciplines to create a flexible workforce responsive to point-in-time production needs.

Working with union representatives, GBT will identify workers to be cross-trained and implement a training plan to address identified gaps in skills necessary to meet current demands.

In addition to supporting costs associated with cross training workers, such as arranging for on-the-job training for workers to gain proficiency in specific skills, training activities may include the use of outside vendors and/or to on-line training opportunities, as appropriate.

Contractor's Initials:

Date: 3/27/14

EXHIBIT B

PRICE LIMITATION

Total agreement not to exceed: \$10,000.00

TERMS OF PAYMENT

1. For expenses related to the provision of training services for employees from April 23, 2014 or upon Governor and Council approval, whichever comes later, through December 30, 2014, GPT shall be paid up to Ten Thousand Dollars and 00/100 (\$10,000.00).
2. Upon presentation of an invoice for such services and related expenses, which shall be billed monthly the amount of the invoice shall be payable to GPT in accordance with the State 30 day minimum payment schedule.

Invoices shall be sent to: Office of Workforce Opportunity
Attn: Juli Pelletier
172 Pembroke Rd / PO Box 1856
Concord, NH 03302-1856

Payment shall be made to: Gorham Paper and Tissue, Inc.
Attn: Michael Cummings, CEO
72 Cascade Flats
Gorham, NH 03581

3. Supporting documentation, as mutually agreed to by GBT and OWO, shall be attached to the invoice to allow OWO to comprehend and track the origins of the amount invoiced.

REPORTING REQUIREMENTS

1. GBT shall submit a written report to the Office of Workforce Opportunity by no later than 15 days after the completion of all training or the end of this contract, whichever is earlier.
2. The final report shall include a summary of the training activities conducted during the contract relevant to the identified activities in the Statement of Work section of this contract.

EXHIBIT C

ADDITIONAL TERMS

1. Nothing contained in this agreement shall be deemed to constitute a waiver of sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State, its agencies and officials.
2. Training offered as result of this contract shall be voluntary, have the full support of union representation and in no way adversely affect any employee that either participates or chooses not to participate in training opportunities funded in whole or part through this contact.
3. This Agreement and Exhibits A, B, and C constitute the entire agreement between the DRED, OWO and GTP, and supersedes all prior agreements and understandings.

**GORHAM PAPER AND TISSUE, LLC
ACTION BY WRITTEN CONSENT OF THE SOLE MANAGER**

March 27, 2014

Pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act and Section 5.13 of the Limited Liability Company Agreement of the Company, the undersigned, being the sole manager of **Gorham Paper and Tissue, LLC**, a limited liability company formed under the laws of the State of Delaware (the “**Company**”), hereby adopt by this written consent in lieu of a meeting (this “**Consent**”) the following resolutions:

Agreement with the State of New Hampshire

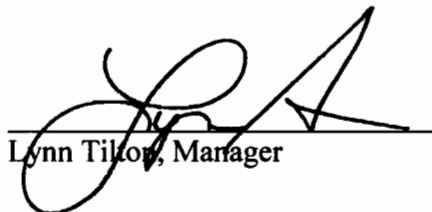
RESOLVED, that the execution and delivery by the Company of the Agreement (the “**Agreement**”) between the Company and the State of New Hampshire providing for the reimbursement to the Company of up to \$10,000 for certain employee training, substantially in the form attached hereto as Exhibit A, is hereby approved; and

FURTHER RESOLVED, that the chief executive officer, chief financial officer or any other officer of the Company, is hereby authorized to execute and deliver the Agreement; and

General

FURTHER RESOLVED, that the officers of the Company are, and each of them is, hereby authorized, for and on behalf of the Company, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby.

IN WITNESS WHEREOF, the undersigned, being the sole manager of the Company, has executed this Consent effective as of the date first written above and directs that this Consent be filed in the Company’s minute book.



Lynn Tilton, Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2014

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 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 Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: The First Liberty Insurance Corporation NAIC # 33588	
INSURER B: _____	
INSURER C: _____	
INSURER D: _____	
INSURER E: _____	
INSURER F: _____	

COVERAGES CERTIFICATE NUMBER: W227980 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			TB6-291-456948-033	05/12/2013	05/12/2014	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC									GENERAL AGGREGATE \$ 2,000,000
										PRODUCTS - COMP/OP AGG \$ 2,000,000
										\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$			
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$			
<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$			
<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$			
							\$			
	UMBRELLA LIAB						EACH OCCURRENCE \$			
	EXCESS LIAB						AGGREGATE \$			
DED RETENTION \$							\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$			
							E.L. DISEASE - EA EMPLOYEE \$			
							E.L. DISEASE - POLICY LIMIT \$			

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

CERTIFICATE HOLDER

CANCELLATION

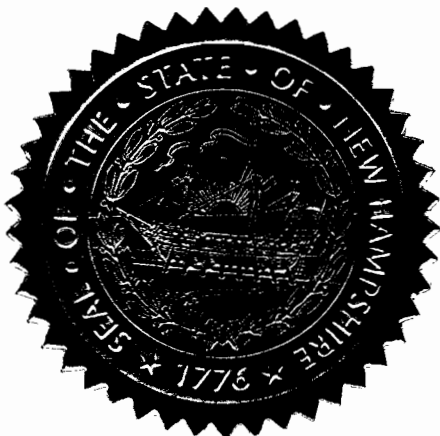
Office of Workforce Opportunity NH Department of Resources and Economic Development 172 Pembroke Rd/PO Box 1856 Concord, NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Gorham Paper and Tissue, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on May 12, 2011. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State