



Nearly \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
 CHAIRMAN Debra M. Douglas
 COMMISSIONER Paul J. Holloway
 COMMISSIONER J. Christopher Williams
 EXECUTIVE DIRECTOR Charles R. McIntyre

November 16, 2018

His Excellency, Governor Christopher T. Sununu
 And the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTIONS

- (1) Pursuant to Chapter 156:151, Laws of 2017, authorize the New Hampshire Lottery Commission (Lottery) to enter into a contractual agreement with the Bert R. Whittemore Revocable Trust of 1993 to purchase the real estate located at 14 Integra Drive, Concord, New Hampshire for a price of **\$2,975,000** to serve as the Lottery's headquarters consistent with the attached Purchase and Sale Agreement. This request is contingent on approval of Requested Action Number 2, below.
- (2) Pursuant to Chapter 156:151, Laws of 2017, authorize the Lottery to enter into an agreement with Northway Bank of Berlin, New Hampshire to finance the Lottery's purchase of real estate located at 14 Integra Drive, Concord, New Hampshire for a price of **\$2,975,000** over a period of 20 years at a fixed rate of 3.35% consistent with the attached Memorandum of Financing Terms and Conditions. This request is contingent on the approval of Requested Action Number 1, above.

Funds are anticipated to be available from Lottery Revenues and will be paid out of a Lottery Operating Cost Account. Payments will be made consistent with the attached amortization schedule with a total cost of \$17,099.75 per month, \$205,197.00 per Fiscal Year and a total 20 year cost of \$4,103,940.00. At closing, Lottery will transfer the remaining balance from Account 06-083-083-3830013-20280000 (Lottery Division 069-500248 Rent to Owners, Non State Space) to a new account to be established for loan payments.

EXPLANATION

Pursuant to Chapter 156:151, Laws of 2017, the Lottery was provided authority to purchase, in the name of the State, land and buildings to serve as Lottery headquarters and to secure a commercial loan to support that purchase and potential construction. As required by Administrative Rule Adm 610.06 "Public Notice," the Lottery conducted a search for purchase or rental space by soliciting letters of interest for purchase, lease to own, or lease in the Concord, NH area through publication of a Request for Information (RFI) in the Union Leader and Concord Monitor newspapers from March 31, 2017 through April 3, 2017; concurrently the Department of Administrative Services Bureau of Planning and Management posted the RFI specifications on their website. The space search produced four properties,

Live Free or Die



New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
 TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com

and only one was found suitable, that of the incumbent landlord, Bert R. Whittemore Revocable Trust of 1993. Following this RFI, Lottery expanded the search, and a Request for Proposal (RFP) was issued in the Union Leader and Concord Monitor newspapers from September 8, 2017 through September 19, 2017; concurrently the Department of Administrative Services Bureau of Planning and Management posted the RFP specifications on their website. In response to this RFP, two locations were identified, and costs were compared. One location proposed a build to suit option at an estimated \$8 million, and the cost and timeline to completion was found to be prohibitive. The other location, that of the incumbent landlord, was found to be most cost-effective, expedient to retrofit as needs dictate, and least impactful to the operations of the agency.

Based on the results of the RFP process, Lottery conducted negotiations with the building owners to purchase the building with extensive modifications, purchase the building with minor renovations, or purchase the building "as is." After careful analysis, the Lottery determined that moving forward with purchasing the building "as is" was the best path forward as it offered immediate cost savings and additional time to plan and coordinate renovation projects.

Lottery reviewed two separate appraisals for the property which ranged in value from \$2,780,000 to \$3,000,000. Lottery staff also performed additional market research which indicated that the range of values reflected in the appraisals was accurate and that there was limited inventory of buildings suiting the Lottery's operational and legal requirements. Based on this information, the Lottery concluded negotiations with an agreed upon price of \$2,975,000 and an expedited closing date of December 2018 which will save the Lottery at least \$68,000 in lease payments.

While Lottery revenues, which were in excess of \$336,000,000 for FY2018, would be able to fund this purchase, Lottery sought to finance the acquisition so that the transfers to the Education Trust Fund were not affected by a large one-time expense. Financing this project allows Lottery to realize this expense as a regular operating cost. Lottery issued an RFP to finance the building purchase on September 18, 2018. The request sought proposals for a 20 year loan and incentivized low interest rate and low down payment proposals. The RFP was advertised on the Department of Administrative Services website and Lottery website. The Lottery received five (5) proposals which were all compliant with the RFP requirements. Proposals were scored on the cost of the loan based on the proposed interest rate (75 points), other costs and fees (5 points), down payment (10 points), and favorability of terms and conditions (10 points). These proposals were scored by Lottery Chief Financial Officer James Duris and Chief Compliance Officer John Conforti. After scoring proposals, Northway Bank was the top rated proposer by a significant margin. The Northway proposal consists of a 20 year 3.35% fixed loan with no origination fees and no down payment. One proposer provided a lower interest rate, however, that rate required in excess of \$1,000,000 in a balloon payment or re-financing at the end of the 20 year term and contained a large down payment and additional costs. A scoring summary is attached.

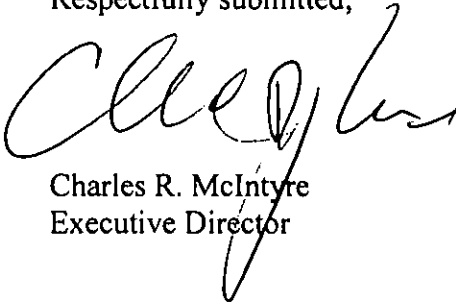
The effect of these Requested Actions would be to reduce the overall operating expenses for the Lottery while providing a long term asset to the State. Lottery's current lease, which expires on April 30, 2019 requires annual lease payments of \$411,897.12 prorated to monthly payments of \$34,324.76. The proposed purchase with financing will reduce those payments to \$205,197 annually with prorated monthly payments of \$17,099.75.

Lottery has worked with the Department of Administrative Services, the Treasury Department and the Department of Justice to prepare this transaction. Further review and approval will be sought from these agencies prior to closing this purchase as outlined in these documents.

Due to the nature of real estate transactions, these agreements are contingent on completion of due diligence and approval procedures which will be completed at a closing in the future. This approval is to authorize the Lottery to complete this transaction by entering into final purchase and loan agreements that are consistent with the Purchase and Sale Agreement and Financing Terms and Conditions. Any material change from the documents presented for approval will require additional approval from this body.

Based on the foregoing, the Lottery respectfully requests that the Requested Actions be approved.

Respectfully submitted,



Charles R. McIntyre
Executive Director



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the 28 day of September 2018, by and between SUSAN WHITTEMORE CHRABOLOWSKI, as Trustee of THE BERT R. WHITTEMORE REVOCABLE TRUST OF 1993, a New Hampshire trust created under a trust agreement dated December 3, 1993, having an address of 4 Park Street, Concord, New Hampshire 03301 (the "Seller"), and the STATE OF NEW HAMPSHIRE, acting by and through its LOTTERY COMMISSION, having an address of 14 Integra Drive, Concord, New Hampshire 03301 (the "Buyer").

WITNESSETH:

IN CONSIDERATION of the mutual promises and undertakings hereinafter set forth, the parties hereto covenant and agree as follows:

1. CONVEYANCE AGREEMENT AND DESCRIPTION OF REAL ESTATE.

Seller agrees to sell and Buyer agrees to purchase from Seller, upon the terms, covenants, and conditions set forth in this Agreement, the following:

- 1.1 Land. A parcel of land of approximately 2.97 acres located at 14 Integra Drive in the City of Concord, Merrimack County, New Hampshire, shown as "Lot 19-1" on Sheet 1 of a certain plan entitled "Major Subdivision Plat, Land of Bert R. Whittemore Revocable Trust of Dec. 1993, Integra Drive – Concord, NH, Merrimack County, Tax Map 109, Block 6, Lot 19" dated July 17, 1997, revised August 8, 1997, prepared by FWS Land Surveying, recorded in the Merrimack County Registry of Deeds as Plan No. 14158 (the "Plan"), said parcel being more particularly described on Exhibit A attached hereto and made a part hereof, together with all appurtenances (the "Land").
- 1.2 Improvements. The approximately 24,300 square foot (gross) building and all other structures and improvements now situated on the Land (the "Improvements") (the Improvements and the Land are collectively referred to as the "Property").
- 1.3 Personal Property. Seller and Buyer agree that all personal property currently located on or within the Property shall remain on the Property (collectively the "Personal Property"). Seller shall assign to Buyer all of its right, title and interest in and to its Personal Property remaining on the Property, if any, and Seller shall be solely responsible for clearing any and all liens and encumbrances on said Personal Property without payment of any consideration other than the Purchase Price.

2. PURCHASE PRICE AND PAYMENT.

The purchase price for the Property (the "Purchase Price") is Two Million Nine Hundred Seventy-Five Thousand Dollars and No Cents (\$2,975,000.00). The Purchase Price, plus or minus prorations and adjustments, as provided for herein, shall be paid in full to Seller at Closing in cash, either by wire transfer of immediately available funds or by certified check made payable to the order of Seller.

3. [INTENTIONALLY OMITTED]

4. DEED.

Seller shall convey good and marketable title to the Property by a warranty deed (the "Deed"). The Property shall be free and clear of all liens, mortgages, restrictive covenants, easements and encumbrances not acceptable to the Buyer.

5. BUYER'S CONTINGENCIES.

5.1 Satisfactory Due Diligence Investigation. The Buyer shall have a period of time, beginning on the date of this Agreement and ending sixty (60) days later at 11:59 P.M. EST, to perform its due diligence with regard to the Property (the "Due Diligence Period"). During the Due Diligence Period, Buyer, and its agents, engineers, employees, attorneys, accountants, lenders, investors, contractors and surveyors, shall, at Buyer's sole expense, have the right and complete access at all reasonable times and upon prior notice to Seller to conduct all tests, inspections, feasibility and other studies and all other investigations concerning the Property that Buyer requires, including without limitation, environmental tests and assessments, inspection of the physical condition of the Property, investigation of zoning, preparation of a survey and other legal requirements, feasibility analysis for lot layouts, wetlands studies and traffic studies, taking measurements, surveys, studies, designs, compaction tests, test pits and test borings, to determine whether the Property is satisfactory to Buyer (the "Investigations"). In connection therewith, within fifteen (15) days of the Seller's execution of this Agreement, Seller shall deliver to, or make available to, Buyer complete, legible copies of the items described in Exhibit B to this Agreement, to the extent in the Seller's possession or control. Buyer shall restore the Property following such Investigations to the condition it was in prior thereto. If Buyer, in its sole and absolute discretion, is dissatisfied with the Property based on the tests, inspections, studies, investigations and review of documents described above, or for any other reason whatsoever, then Buyer may terminate this Agreement by giving written notice to Seller of such termination on or before 11:59 P.M. EST on the last day of the Due Diligence Period. In the event of such termination, Buyer shall deliver to Seller copies of all environmental tests and assessments, wetlands studies, traffic studies, surveys, and the results of any other tests conducted by Buyer on the Property, to the extent that such copies are in the possession of Buyer, or under Buyer's control. Buyer's failure to provide written notice to the Seller of such termination shall be considered a waiver of this right to terminate this Agreement.

5.2 Satisfactory Examination of Title. Prior to the expiration of the Due Diligence Period, Buyer may, at its sole cost and expense, have title to the Property examined. If upon examination of the title Buyer finds, in its sole and exclusive discretion, any matter of title which makes such title unacceptable, including without limitation any matters shown on a survey, then Buyer shall notify Seller in writing, prior to the expiration of the Due Diligence Period, of those matters Buyer finds unacceptable in the record title to the Property through the date of such examination ("Title Objection Notice"). If Buyer fails to provide a Title Objection Notice within the specified period, then Buyer shall be deemed to have waived the right to raise objections to such items and those matters to which Buyer does not object, in writing, shall become permitted exceptions.

If before the end of the Due Diligence Period Buyer provides Seller with a Title Objection Notice, then Seller shall use reasonable efforts, except with respect to monetary encumbrances, which may be removed at the Closing with Purchase Price proceeds, for ten (10) days after receipt of said Title Objection Notice in which to cure or remove the same. If Seller is unable to cure or remove such title objections to the satisfaction of Buyer within such ten (10) calendar-day period, then Seller shall provide Buyer with written notice of same and Buyer, at Buyer's option, may:

- (a) Send written notice to Seller terminating this Agreement within five (5) business days of receiving Seller's notice, whereupon neither party shall have any further rights or obligations pursuant to this Agreement;
- (b) Undertake to clear title and eliminate or cure any title defects at Buyer's cost; Seller shall cooperate fully in any efforts by Buyer to clear title, provided however, that in the event Buyer is not able to clear title and eliminate or cure any title defects, to the satisfaction of Buyer, within twenty (20) days after delivery of said Title Objection Notice, either party may terminate this Agreement, whereupon neither party shall have any further obligations, rights or liability hereunder; or
- (c) Take such title as Seller can convey without any diminution in the Purchase Price.

5.3 Financing. This Agreement is further contingent upon Buyer obtaining commercial mortgage financing and the Property appraising out at a sufficient amount to support such financing. In the event that Buyer's lender desires to carry out its own due diligence regarding the Property, such as an appraisal or an environmental site assessment, for example, Seller agrees that Buyer's lender or its agents or contractors shall have complete access to the Property when and as needed, and that such due diligence shall not be limited to the Due Diligence Period. If the Buyer is unable to obtain financing or if the Property does not appraise out, then Buyer may elect to terminate this Agreement by providing written notice of such termination to the Seller within ninety (90) days of the date hereof, and upon the giving of such written notice, the parties shall be relieved from any further obligations to each other. In the event Buyer

fails to provide such written notification, the financing contingency shall lapse and this contingency shall be considered waived by the Buyer.

5.4 Internal State Government Approvals. This Agreement is further contingent upon Buyer obtaining approval from the Fiscal Committee of the New Hampshire Legislature and authorization from the Governor and Executive Council of the State of New Hampshire to purchase the Property on the terms set forth in this Agreement and to finance the purchase in accordance with the terms of the commercial mortgage financing obtained by Buyer.

6. CONDITION OF PROPERTY.

Except as otherwise provided herein, Buyer acknowledges that it will be purchasing the Property in an "as is" condition, without any warranty or representations by Seller including, without limitation, any hidden defects, suitability for any particular use, or environmental matters. Upon its removal of any hazardous waste materials from the Property, the Seller shall provide Buyer with such manifests and documentation evidencing the proper removal of the same.

7. DISCLOSURES.

The notifications required by New Hampshire statutes are attached hereto as Exhibit C.

8. CLOSING DATE.

The sale and purchase herein provided shall be consummated at a closing ("Closing") which shall be held on December 13, 2018 at 9:00 A.M. at the offices of the New Hampshire Lottery or at such other time and place as Seller and Buyer may agree upon. As used herein, "Closing Date" shall be the later of (i) thirty (30) days after the end of the Due Diligence Period or (ii) fifteen (15) days after Buyer obtains the internal state government approvals set forth in Section 5.4 hereinabove. The Closing Date may be adjusted upon written agreement of the parties hereto; provided, however, that the parties agree to make every effort not to extend the Closing Date after December 31, 2018. Under no circumstances may the Closing Date be postponed beyond April 30, 2019, which is the end of the current term of the Lease Agreement (as defined in Section 9.4 of this Agreement), time being of the essence.

9. DELIVERIES AT CLOSING.

9.1 At the Closing, Seller shall execute, acknowledge and deliver to Buyer all usual and customary documents necessary to effect the transaction contemplated hereby, including, but not limited to, the following documents:

9.1.1 The Deed;

9.1.2 A certificate of non-foreign status executed by Seller;

9.1.3 An affidavit on a form acceptable to Buyer's (or Buyer's lender's) title insurance company, executed by Seller, that there are no leases or parties in possession encumbering the Property other than the Buyer pursuant to the Parties' current Lease Agreement (as defined in Section 9.4 of this Agreement), and no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' liens or materialmen's liens against the Property; or, if labor or materials have been furnished during the statutory period, that the costs thereof have been paid;

9.1.4 A trustee certificate satisfactory to the Buyer certifying that the Seller has full and absolute power under the trust agreement to carry out the transactions contemplated herein as a successor trustee of The Bert R. Whittemore Revocable Trust of 1993;

9.1.5 An assignment of all of Seller's right, title and interest in and to the Personal Property, and all permits and approvals respecting, or pertaining to, the Property;

9.1.6 Evidence satisfactory to Buyer, current as of Closing, that all real estate taxes and other governmental charges and impositions against the Property, which are due and payable on or before the Closing, have been paid in full;

9.1.7 Duly executed releases and/or discharges of any liens or mortgage affecting the Property, except with respect to liens and mortgages which may be removed at the Closing with Purchase Price proceeds, along with any other documents, affidavits, certificates, agreements, or statements as may reasonably be required by Buyer's lender or its title insurance company.

9.2 Buyer Deliveries. At the Closing, Buyer shall deliver to Seller:

9.2.1 The Purchase Price, plus or minus prorations and adjustment as set forth herein, and shall execute, acknowledge and deliver to Seller all usual and customary documents necessary to effect the transaction contemplated hereby; and

9.2.2 Customary documentation of the internal state government approvals set forth in Section 5.4 hereinabove.

9.3 Joint Deliveries. Seller and Buyer shall jointly deliver (a) a closing statement and (b) any required real estate transfer tax declarations, returns or affidavits.

9.4 Delivery of Possession. Exclusive possession of the Property shall be given by Seller to Buyer at the time of Closing. Seller and Buyer acknowledge that Buyer presently occupies and possesses the Property pursuant to a certain Standard Lease Agreement having an effective date of May 1, 2013, by and between Bert R. Whittemore, as Trustee of The Bert R. Whittemore Revocable Trust of 1993, and Buyer, as amended

by a certain Amendment dated March 30, 2018, by and between Seller and Buyer (collectively, the "Lease Agreement"). Seller and Buyer further acknowledge that the Lease Agreement shall terminate upon the transfer to Buyer of title to the Property as contemplated by this Agreement.

9.5 Assignment of Contracts. Seller agrees that winter maintenance contracts for snow and ice removal and treatment during the 2018-2019 winter season will, at Buyer's option, be assigned to Buyer at the time of closing. Seller agrees to consult with Buyer in negotiating a contract for these services and will provide a copy of such contract upon its execution. Buyer will notify the Seller of its intent to exercise the option of assignment no later than 5 days before the Closing.

10. CLOSING COSTS AND PRORATIONS.

Buyer shall pay any applicable recording fees on the Deed. The transaction contemplated by this Agreement is exempt from the State of New Hampshire real estate transfer tax pursuant to RSA 78-B:2, I. Seller and Buyer each shall pay their own attorneys' fees. Real property taxes outstanding as of the Closing Date shall be paid in full by Seller. Utilities and other building expenses (excluding telecommunications and information technology services to the Property, for which Buyer is already responsible pursuant to the Lease Agreement) shall be prorated as of the Closing Date, with the Seller responsible for all charges incurred up to and including the Closing Date and the Buyer responsible for all such charges after the Closing Date.

11. DEFAULT BY BUYER.

In the event that Buyer defaults hereunder, and upon the failure of Buyer to cure such default within thirty (30) days following receipt of written notice of same from Seller, Seller may terminate this Agreement by giving written notice thereof to Buyer.

12. DEFAULT BY SELLER.

In the event that Seller defaults hereunder, and upon the failure of Seller to cure such default within thirty (30) days following receipt of written notice of same from Buyer, Buyer may either (a) terminate this Agreement, in which event neither party will have any further rights or responsibilities hereunder; or (b) exercise such rights and remedies Buyer has at law or in equity including, but not limited to, specific performance.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS.

13.1 Seller's Representations. Seller represents and warrants the following to Buyer, the Buyer relying thereon, and such representations and warranties of Seller shall be deemed to be remade as of the Closing Date:

13.1.1 Notices. Seller has not received any notices of any violation of any applicable federal, state or local laws, ordinances or regulations with regard to the Property, which have not been finally resolved.

13.1.2 Payment of Bills. All outstanding bills or accounts payable concerning the Property, except those utilities and taxes that will be prorated at the Closing will be paid in full prior to or at the time of Closing.

13.1.3 Condemnation. To Seller's knowledge, there is no pending condemnation or similar proceeding affecting all or any portion of the Property, nor does Seller have any knowledge that such action is contemplated.

13.1.4 Ownership. The Seller is the sole legal owner of the Property, in fee simple.

13.1.5 No Options or Agreements of Sale. The Property is not subject to any outstanding option, right of first refusal to acquire the Property, or agreement of sale, other than this Agreement.

13.1.6 Seller Authority. Seller has the full power and authority to execute, deliver and perform this Agreement, and all other documents referenced herein, and upon execution hereof, Seller shall be bound by and subject to the provisions of this Agreement, and all other documents referenced herein.

13.1.7 Environmental. To the knowledge of Seller, Seller has not released or discharged from or onto the Property any Hazardous Materials in violation of any Environmental Laws, and Seller has not used the Property or any part thereof for the disposal of any Hazardous Materials. The term "Environmental Laws" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations and guidelines and all state, regional, county, municipal and other local laws, regulations and ordinances that are similar to such federal laws or that regulate Hazardous Materials. The term "Hazardous Materials" means petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), asbestos and asbestos containing materials and any substance, material waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law.

13.1.8 Zoning. To the Seller's knowledge, the use, condition, and operation of the Property as used by Seller are in full compliance with applicable building codes, zoning, and land use laws and other applicable local, state, and federal laws and regulations; certificates of occupancy have been issued with respect to the Property.

13.1.9 Ongoing Proceedings. To the Seller's knowledge, there are no condemnation, environmental, zoning or other land use regulation proceedings,

either instituted or planned to be instituted, that would affect the Property; (b) nor is there litigation pending, or threatened against Seller.

13.2 Buyer's Representations. Buyer represents and warrants to Seller, the Seller relying thereon, and such representations and warranties of Buyer shall be deemed to be remade as of the Closing Date that:

13.2.1 Subject to Buyer obtaining the internal government approvals set forth in Section 5.4 hereinabove, Buyer has the full power and authority to execute, deliver and perform this Agreement and all other documents referenced herein, upon execution hereof, Buyer shall be bound by and subject to the provisions of this Agreement, and all other documents referenced herein.

13.3 Survival of Representations and Warranties. The representations, warranties and covenants of Buyer and Seller shall survive the Closing and the passage of title. Either party may terminate this Agreement if the representations of the other party are determined to be materially inaccurate.

14. CASUALTY AND CONDEMNATION.

In the event prior to the Closing, of (a) material damage or casualty to the Property in excess of One Hundred Thousand Dollars (\$100,000), or (b) a condemnation or other taking of the Property, or any part of the Property, or any rights of access or other material rights benefiting the Property as a result of the exercise of the power of eminent domain, or in the event that any type of proceeding for such a condemnation or taking is commenced prior to the Closing by any governmental body, then, in any such case, Seller shall promptly notify Buyer in writing of such event, and Buyer shall have the option, in its sole and exclusive discretion, to terminate this Agreement, in which event neither party shall have any further obligations or liabilities hereunder. In the event of a casualty to the Property below \$100,000, or a casualty in excess of \$100,000 for which Buyer does not exercise its rights of termination hereunder, upon payment of the Purchase Price, the Buyer shall be entitled to receive the insurance proceeds less any amounts expended to either restore the damage or clean up the area of the Property damaged by such casualty. Seller will maintain its existing insurance coverage on the Property until the Closing Date, which coverage shall be not less than the current replacement value of the Property.

15. NOTICES.

All notices, demands or requests made pursuant to, under or by virtue of this Agreement must be in writing and delivered personally or mailed postage prepaid by registered or certified mail or sent by a recognized overnight delivery service, return receipt requested, addressed as follows:

To Seller:

Susan Whittemore Chrabolowski
4 Park Street
Concord, NH 03301

With a copy to:

To Buyer:

John Conforti, Chief Compliance Officer
NH Lottery
14 Integra Drive
Concord, NH 03301

With a copy to:

Jared Nylund, Real Property Asset Manager
NH Department of Administrative Services
25 Capitol Street, Room 108
Concord, NH 03301

Any party may designate a different address by notice similarly given. Any notice, demand or document so given, delivered or made by United States mail shall be deemed to have been given or delivered or made on the day on which the same is deposited in the United States mail, as registered or certified mail, or a recognized overnight delivery service, addressed as above provided, with postage thereon fully prepaid. Any such notice, demand or document not given, delivered or made by registered or certified mail or by a recognized overnight deliver service as aforesaid, shall be deemed to be given, delivered or made on receipt of the same by the party to whom the same is to be given, delivered or made.

16. [INTENTIONALLY OMITTED]

17. MISCELLANEOUS.

17.1 Successors and Assigns. The terms, covenants, conditions, representations and warranties contained herein shall be binding upon and inure to the benefit of the parties hereto and their successors, heirs, executors, administrators and assigns, but the Buyer may not assign its rights hereunder without the prior written consent of the Seller, which consent will not be unreasonably withheld, conditioned or delayed.

17.2 Attorneys' Fees. Should it become necessary for the parties to this Agreement, or someone acting on their behalf, to incur costs and expenses to retain the services of an

attorney to enforce this Agreement, or any portion thereof, each party shall be responsible to pay its own costs and attorneys' fees.

17.3 Brokerage. Buyer represents and warrants to Seller and Seller represents and warrants to Buyer that no broker has been engaged by it in connection with the transaction contemplated by this Agreement. The Parties agree that they will each be responsible for their own broker fees to the extent any such fees exist.

17.4 Reports and Studies. In the event that Buyer decides not to complete the purchase of the Property, Buyer shall deliver to Seller within ten (10) days of delivery of Buyer's notice of such termination, all engineering studies, reports, plans and surveys as were provided to Buyer by Seller.

17.5 Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement shall in no way affect the validity of any other provision of this Agreement. In the event that any provision of this Agreement is contrary to any present or future statute, law, ordinance, or regulation, the latter shall prevail, but in any such event the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

17.6 New Hampshire Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

17.7 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of such provision or any other provision hereof.

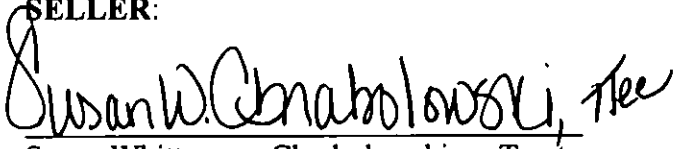
17.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement.

17.9 Entire Agreement; Amendments. This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof. This Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto.

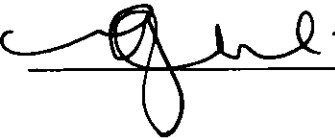
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

In the Presence of:



SELLER:

Susan Whittemore Chrabolowski, as Trustee
of The Bert R. Whittemore Revocable Trust
of 1993

BUYER:
STATE OF NEW HAMPSHIRE
By and through its
LOTTERY COMMISSION



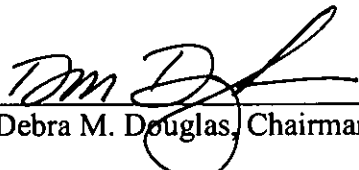
By: 
Debra M. Douglas, Chairman

EXHIBIT A

Property

A parcel of land of approximately 2.97 acres located at 14 Integra Drive in the City of Concord, Merrimack County, New Hampshire, shown as "Lot 19-1" on Sheet 1 of a certain plan entitled "Major Subdivision Plat, Land of Bert R. Whittemore Revocable Trust of Dec. 1993, Integra Drive - Concord, NH, Merrimack County, Tax Map 109, Block 6, Lot 19" dated July 17, 1997, revised August 8, 1997, prepared by FWS Land Surveying, recorded in the Merrimack County Registry of Deeds as Plan No. 14158 (the "Plan"), together with all appurtenances and all buildings and other improvements situated thereon, said parcel being more particularly described as follows:

Beginning at a granite bound with drill hole along the northerly side of Integra Drive, being the southeasterly corner of the within described parcel;

Thence South $76^{\circ}09'34''$ West along the northerly side of said Integra Drive a distance of approximately 338.43 feet, more or less, to a granite bound as shown on the Plan, being the southwesterly corner of the within described parcel;

Thence North $11^{\circ}57'25''$ West along land now or formerly of Elizabeth Sarine and another a distance of approximately 388.63 feet, more or less, to a concrete bound with rebar, being the northwesterly corner of the within described parcel;

Thence North $76^{\circ}38'52''$ East along land now or formerly of Yukon Realty a distance of approximately 330.00 feet, more or less, to a stone bound as shown on the Plan, being the northeasterly corner of the within described parcel;

Thence South $13^{\circ}11'47''$ East along land now or formerly of John Dapergolas a distance of approximately 385.63 feet, more or less, to the point of beginning.

EXHIBIT B

Seller's Due Diligence Deliveries

Within fifteen (15) days of executing this Agreement, the Seller shall deliver the following items to the Buyer, to the extent that such items are in Seller's possession or control and only to the extent such items relate to the Property. Nothing contained herein shall obligate Seller to produce or obtain any item listed below which does not heretofore exist.

- (1) All existing plans, permits, approvals (and any applications for permits or approvals), maps and surveys (including, without limitation, archaeological, boundary, topographic and tree surveys);
- (2) All Site plans;
- (3) Any and all plans, permits, approvals (and any applications for permits or approvals), maps and surveys (including, without limitation, archaeological, boundary, topographic and tree surveys) concerning the proposed addition of a 10,500 square foot office/warehouse to the Property;
- (4) Any and all leases presently in effect and in use at the Property, other than the Lease Agreement;
- (5) Copies of all insurance policies held by Seller concerning the Property;
- (6) The most recent title policies, reports and surveys of the Property;
- (7) The most recent Phase I and/or Phase II Environmental Site Assessment Reports and Physical Condition Reports, and all environmental or hazardous building materials studies, assessments, or reports produced within the past ten (10) years;
- (8) As-built plans or other available drawings for the site, improvements and utility systems, if available;
- (9) Copies of any and all available engineering and inspection reports;
- (10) Copies of all applicable City, State and Federal permits and licenses relating to the Property;
- (11) Any and all available notices relating to regulatory actions or proceedings including, without limitation, those relating to condemnation, tax assessment, zoning and subdivision, violations of local, state or federal laws;
- (12) The latest property tax bills and value renditions from all taxing authorities;
- (13) Any and all warranties relating to equipment or fixtures located on the Property which are still in effect as of the date of the Closing;
- (14) Memoranda from any governmental authority (including, but not limited to, copies of any zoning letters); any zoning modification, variance, exception, platting or other matter relating to the zoning, use, development, subdivision or platting of the Property.

EXHIBIT C

Statutory Disclosures

1. The following disclosures are made pursuant to RSA 477:4-a:

a. Lead Paint. Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead paint is present.

b. Radon Gas. Radon gas, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

2. The following disclosures are made pursuant to RSA 477:4-c:

(1) **WATER**

(a) Type of Water Supply System: city/public

(b) Location: integrative

(c) Date of Installation: the water system was installed when the building was constructed.

(d) Date of Most Recent Water Test: unknown

(e) Malfunctions or problems experienced or unsatisfactory water test or test with notations: None

(2) **SEWER**

(a) Type of Sewer Disposal System: city/public

(b) Size of Tank: NA

(c) Location: NA

(d) Age of System: 1998 Date Last Serviced: unknown

(e) Contractor: Opetchee

(f) Malfunctions or problems experienced: tended to as needed.

THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
NH CIRCUIT COURT

6th Circuit - Probate Division - Concord
32 Clinton Street
Concord NH 03301

Telephone 1-855-212-1234
TTY/TDD Relay: (800) 735-2864
http://www.courts.state.nh.us

CERTIFICATE OF APPOINTMENT
(Letter of Appointment)

Case Name: Estate of Bert R. Whittemore

Case Number: 317-2018-ET-00068

On February 05, 2018, the following person(s) was/were appointed to administer the estate of Bert R. Whittemore. The named executor(s) accepted this responsibility.

Executor(s)

Susan W. Chrabotowski	2 Blevens Drive Concord NH 03301
Ayn Whytemare-Donovan	730 Borough Road Pembroke NH 03275

This document, when signed under seal, certifies that this appointment did occur as stated and remains in effect as dated below

February 05, 2018

s/ Sharon A. Richardson
Clerk of Court
State of New Hampshire
Merrimack County



This electronic certification stamp meets the statutory requirement for certified or attested documents pursuant to New Hampshire Electronic Filing Pilot Rule 116.

NHJB-598 Po (05-23-2017)

File as a State of New Hampshire for Case: 317-2018-ET-00068
NH Circuit - Probate Division - Concord
February 7, 2018

ACCEPTANCE OF APPOINTMENT
AS SUCCESSOR TRUSTEE

UNDER

THE BERT R. WHITTEMORE REVOCABLE TRUST OF 1993
DATED: December 3, 1993

WHEREAS, Bert R. Whittemore, formerly of Pembroke, New Hampshire, did execute a REVOCABLE TRUST AGREEMENT on December 3, 1993, entitled THE BERT R. WHITTEMORE REVOCABLE TRUST OF 1993, as amended and restated, of which he was the Grantor and Trustee; and


WHEREAS, said Bert C. Whittemore died on December 28, 2017; and


WHEREAS, it is provided in Article 8, Paragraph B, of the FOURTH AMENDMENT TO THE BERT R. WHITTEMORE REVOCABLE TRUST OF 1993, as follows:

IF BERT R. WHITTEMORE shall be unable or unwilling to serve in the capacity of Trustee for any reason, then the Grantor's daughters, AYN W. DONOVAN and SUSAN W. CHRABOLOWSKI, jointly, or the survivor of them, alone, shall succeed as Trustees.

THEREFOR, the undersigned, SUSAN W. CHRABOLOWSKI, hereby accepts the appointment as successor Trustee.

IN WITNESS WHEREOF, SUSAN W. CHRABOLOWSKI hereunto sets her hand as of the 4th day of January, 2018.


Witness


SUSAN W. CHRABOLOWSKI
successor Trustee

ACCEPTANCE OF APPOINTMENT
AS SUCCESSOR TRUSTEE

UNDER

THE BERT R. WHITTEMORE REVOCABLE TRUST OF 1993
DATED: December 3, 1993

WHEREAS, Bert R. Whittemore, formerly of Pembroke, New Hampshire, did execute a REVOCABLE TRUST AGREEMENT on December 3, 1993, entitled THE BERT R. WHITTEMORE REVOCABLE TRUST OF 1993, as amended and restated, of which he was the Grantor and Trustee; and

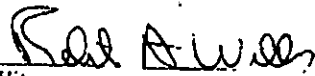
WHEREAS, said Bert C. Whittemore died on December 28, 2017; and


WHEREAS, it is provided in Article 8, Paragraph B, of the FOURTH AMENDMENT TO THE BERT R. WHITTEMORE REVOCABLE TRUST OF 1993, as follows:

IF BERT R. WHITTEMORE shall be unable or unwilling to serve in the capacity of Trustee for any reason, then the Grantor's daughters, AYN W. DONOVAN and SUSAN W. CHRABOLOWSKI, jointly, or the survivor of them, alone, shall succeed as Trustees.

THEREFOR, the undersigned, AYN WHYTEMORE-DONOVAN (a/k/a Ayn W. Donovan), hereby accepts the appointment as successor Trustee.

IN WITNESS WHEREOF, AYN WHYTEMORE-DONOVAN hereunto sets her hand as of the 7 day of January, 2018.


Witness


AYN WHYTEMORE-DONOVAN
successor Trustee

CERTIFICATION OF VITAL RECORD

State of New Hampshire

CERTIFICATE OF DEATH
FOR VETERAN'S ADMINISTRATION USE ONLY

2017012081

BERT ROBINSON WHITTEMORE

DECEMBER 28, 2017

83 YRS

MALE

FEBRUARY 1, 1934

CONCORD, NEW HAMPSHIRE

EVELYN WHITTEMORE (FULFORD)

LAURENCE F WHITTEMORE

PEMBROKE, NEW HAMPSHIRE

WIDOWED

KEVIN K SLEIGH

002-26-4970

PEMBROKE, NEW HAMPSHIRE

CONCORD CREMATORIUM, CONCORD, NEW HAMPSHIRE

PEMBROKE STREET CEM, PEMBROKE, NEW HAMPSHIRE

DECEMBER 30, 2017

NATURAL

DECEMBER 28, 2017

MYOCARDIAL INFARCTION

MINUTES

DIABETES HYPERTENSION HYPERLIPIDEMIA

JOHN C D STARK MD, 161 CORPORATE DR, PORTSMOUTH NEW HAMPSHIRE 03801



HEAVILY CERTIFY THIS IS A TRUE COPY AND EXEMPT THE OFFICIAL FROM ANY LIABILITY OR PENALTY AND SHALL BE RESPONSIBLE IN ACCORDANCE WITH THE STATUTES OF THE STATE OF NEW HAMPSHIRE

ATTEST:

John C D Stark

STATE HEALTH REGISTRAR

DATE RECORDED

December 29, 2017

INDEXED

FILED



ANY ALTERATION OR CHANGE OF WORDS THIS CERTIFICATE IS VOID

**MEMORANDUM OF TERMS AND CONDITIONS RELATING TO THE FINANCING
OF THE PURCHASE OF 14 INTEGRA DRIVE, CONCORD NEW HAMPSHIRE BY
THE NEW HAMPSHIRE LOTTERY COMMISSION**

The Memorandum of Financing Terms and Conditions is entered into by and between the State of New Hampshire, acting through the New Hampshire Lottery Commission ("State" or "Commission") and Northway Bank ("Northway") as follows:

WHEREAS, Chapter 156:151, Laws of 2017 authorized the New Hampshire Lottery Commission to purchase land and building, in the name of the State, for use as the Commission's headquarters;

WHEREAS, the Commission is further authorized under Chapter 156:151, Laws of 2017 to enter into a private commercial loan for the purpose of financing the purchase and/or construction of the Commission headquarters;

WHEREAS, the Commission undertook an RFI and RFP process to review properties available for purchase for use as the Commission's headquarters;

WHEREAS, the Commission has determined that the purchase and future expansion of its current leased facility at 14 Integra Drive in Concord, New Hampshire (hereinafter referred to as "the Property") is the preferred option for establishing a long term headquarters for the Commission;

WHEREAS, the State and the current owner of the Property, the Bert R. Whittemore Revocable Trust of 1993, entered into a Purchase and Sale Agreement on September 28, 2018 for a sale price of \$2,975,000;

WHEREAS, the State issued RFP 2018-0901 on September 18, 2018 for the purposes of requesting proposals for a twenty year finance agreement for the purchase of the Property;

WHEREAS, Northway submitted a response to the RFP on October 3, 2018;

WHEREAS, Northway's proposal was determined to be the highest scoring of the proposals submitted to the State;

WHEREAS, Northway Bank and the State (the "Parties") wish to memorialized the agreed upon terms and conditions of the proposed financing agreement, contingent on further government approvals, due diligence and document requirements as outlined in this agreement.

NOW THEREFORE, in consideration of the foregoing promises, the State and Northway agree as follows:

1. Agreement Contingencies: The Parties acknowledge and agree that this Financing Agreement is contingent on the following:

- a. The State's receipt of a final loan commitment document from Northway on or before November 15, 2018;
 - b. The approval of this Memorandum and the underlying Purchase and Sale Agreement by the Treasury of the State of New Hampshire, the New Hampshire Department of Justice, the Fiscal Committee of the General Court and the Governor & Executive Council of the State of New Hampshire;
 - c. All contingencies being met in the Purchase and Sale Agreement and in this Memorandum;
 - d. Northway's satisfactory review of title by November 15, 2018;
 - e. The Parties' agreement on final Loan Documents which are materially consistent with the terms of this Memorandum.
2. Financing Terms: Northway agrees to issue a loan to the State under the following terms and conditions:

Borrower: The State of New Hampshire, acting through the New Hampshire Lottery Commission

Amount: \$2,975,000.00

Facility Type: Term loan

Use of Proceeds: Purchase of real estate located at 14 Integra Drive in Concord, NH.

Term/Maturity/Repayment:

A twenty-year (20) term and amortization with principal and interest payable monthly.

Rate: A tax exempt twenty (20) year rate fixed rate of 3.35%.

Origination Fee: None

Collateral: First priority mortgage and assignment of rents and leases on the Property. Due to Northway taking the mortgage in an "abundance of caution", Northway will not require an appraisal or an environmental site assessment on the Property. Northway will require a lender's title insurance policy on the Property acceptable to Northway insuring the mortgage

Attorney's Opinion: This agreement is further contingent on the State producing an Opinion of Counsel Letter at closing stating that the loan is a valid and binding obligation of the State of New Hampshire, and that the individuals

signing the loan documents are fully authorized to do so. While the loan will be an obligation of the State of New Hampshire, it will be paid in the first instance from the revenues of the New Hampshire Lottery Commission as an expense of the Commission pursuant to RSA 284:21-j. Northway will receive an opinion of counsel from the State or other evidence satisfactory to Northway that the debt service payments under the loan are expenses of the administration of the Commission within the terms of NH RSA 284:21-j. To the extent that the money available in the fund referenced in NH RSA 284:21-j is not sufficient to pay the debt service on the loan, the State has agreed to pay the loan subject to obtaining the necessary legislative approvals.

Legal Fees:

The State will be responsible for reasonable legal fees and closing costs required, not to exceed \$6,800 for the title insurance premium for the lender's and owner's title policies, and \$17,500 for Northway's legal fees and expenses.

Financial Reporting:

The Commission will provide the following Financial Reporting during the term of the loan:

1. Annual audited financial statements prepared by an independent Certified Public Accountant satisfactory to the Bank within 120 days of the fiscal year end.
2. Annual management, accountant certified balance sheet and income statement on the borrower within 30 days of fiscal year end.
3. Other financial reports as the Bank may reasonably request.

Deposits:

A depository relationship will not be required to accompany this proposed facility. That being stated Northway has a full line of "state of the art" cash management and treasury services available at very competitive pricing. Northway will, upon request, complete a full analysis of the State of New Hampshire's depository needs to see if we could provide superior products, services, and pricing.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

Northway Bank:



By: John Udolay
Title: Senior Client Relations
Date: October 25, 2018

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

On this the 25 day of October, 2018, before me,
~~John Udolay~~ Sandra Hair, the undersigned officer, personally appeared
John Udolay who acknowledged himself to be the SVP of
Northway Bank and that he, being authorized, executed the foregoing instrument for the
purposes therein contained, on behalf of Northway Bank.

In witness whereof I hereunto set my hand and official seal.

Dated: 10/25/18

Sandra Hair
Justice of the Peace/Notary Public
My commission expires March 8, 2022



STATE OF NEW HAMPSHIRE
By and through its
LOTTERY COMMISSION

By: *Debra M. Douglas*
Debra M. Douglas
Chairman
New Hampshire Lottery Commission
Date: 10/25/18

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

On this the 25th day of October, 2018, before me,
Lynda E. Plante, the undersigned officer, personally appeared Debra
M. Douglas who acknowledged herself to be the Chairman of the New Hampshire Lottery
Commission and that she, being authorized, executed the foregoing instrument for the purposes
therein contained, on behalf of the New Hampshire Lottery Commission.

In witness whereof I hereunto set my hand and official seal.

Dated: Oct. 25, 2018

Lynda E. Plante
Justice of the Peace/Notary Public
My commission expires: 10/21/20



Rate Period : Exact Days

Nominal Annual Rate : 3.350 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/22/2018	2,975,000.00	1		
2 Payment	11/22/2018	17,099.75	240	Monthly	10/22/2038

AMORTIZATION SCHEDULE - U.S. Rule (no compounding), 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 10/22/2018				2,975,000.00
1 11/22/2018	17,099.75	8,582.05	8,517.70	2,966,482.30
2 12/22/2018	17,099.75	8,281.43	8,818.32	2,957,663.98
2018 Totals	34,199.50	16,863.48	17,336.02	
3 01/22/2019	17,099.75	8,532.04	8,567.71	2,949,096.27
4 02/22/2019	17,099.75	8,507.32	8,592.43	2,940,503.84
5 03/22/2019	17,099.75	7,661.65	9,438.10	2,931,065.74
6 04/22/2019	17,099.75	8,455.31	8,644.44	2,922,421.30
7 05/22/2019	17,099.75	8,158.43	8,941.32	2,913,479.98
8 06/22/2019	17,099.75	8,404.58	8,695.17	2,904,784.81
9 07/22/2019	17,099.75	8,109.19	8,990.56	2,895,794.25
10 08/22/2019	17,099.75	8,353.56	8,746.19	2,887,048.06
11 09/22/2019	17,099.75	8,328.33	8,771.42	2,878,276.64
12 10/22/2019	17,099.75	8,035.19	9,064.56	2,869,212.08
13 11/22/2019	17,099.75	8,276.88	8,822.87	2,860,389.21
14 12/22/2019	17,099.75	7,985.25	9,114.50	2,851,274.71
2019 Totals	205,197.00	98,807.73	106,389.27	
15 01/22/2020	17,099.75	8,225.14	8,874.61	2,842,400.10
16 02/22/2020	17,099.75	8,199.53	8,900.22	2,833,499.88
17 03/22/2020	17,099.75	7,646.51	9,453.24	2,824,046.64
18 04/22/2020	17,099.75	8,146.59	8,953.16	2,815,093.48
19 05/22/2020	17,099.75	7,858.80	9,240.95	2,805,852.53
20 06/22/2020	17,099.75	8,094.11	9,005.64	2,796,846.89
21 07/22/2020	17,099.75	7,807.86	9,291.89	2,787,555.00
22 08/22/2020	17,099.75	8,041.32	9,058.43	2,778,496.57
23 09/22/2020	17,099.75	8,015.19	9,084.56	2,769,412.01
24 10/22/2020	17,099.75	7,731.28	9,368.47	2,760,043.54
25 11/22/2020	17,099.75	7,961.96	9,137.79	2,750,905.75
26 12/22/2020	17,099.75	7,679.61	9,420.14	2,741,485.61
2020 Totals	205,197.00	95,407.90	109,789.10	
27 01/22/2021	17,099.75	7,908.42	9,191.33	2,732,294.28
28 02/22/2021	17,099.75	7,881.91	9,217.84	2,723,076.44
29 03/22/2021	17,099.75	7,095.13	10,004.62	2,713,071.82
30 04/22/2021	17,099.75	7,826.46	9,273.29	2,703,798.53
31 05/22/2021	17,099.75	7,548.10	9,551.65	2,694,246.88

	Date	Payment	Interest	Principal	Balance
	32 06/22/2021	17,099.75	7,772.15	9,327.60	2,684,919.28
	33 07/22/2021	17,099.75	7,495.40	9,604.35	2,675,314.93
	34 08/22/2021	17,099.75	7,717.54	9,382.21	2,665,932.72
	35 09/22/2021	17,099.75	7,690.48	9,409.27	2,656,523.45
	36 10/22/2021	17,099.75	7,416.13	9,683.62	2,646,839.83
	37 11/22/2021	17,099.75	7,635.40	9,464.35	2,637,375.48
	38 12/22/2021	17,099.75	7,362.67	9,737.08	2,627,638.40
	2021 Totals	205,197.00	91,349.79	113,847.21	
	39 01/22/2022	17,099.75	7,580.01	9,519.74	2,618,118.66
	40 02/22/2022	17,099.75	7,552.55	9,547.20	2,608,571.46
	41 03/22/2022	17,099.75	6,796.78	10,302.97	2,598,268.49
	42 04/22/2022	17,099.75	7,495.28	9,604.47	2,588,664.02
	43 05/22/2022	17,099.75	7,226.69	9,873.06	2,578,790.96
	44 06/22/2022	17,099.75	7,439.10	9,660.65	2,569,130.31
	45 07/22/2022	17,099.75	7,172.16	9,927.59	2,559,202.72
	46 08/22/2022	17,099.75	7,382.59	9,717.16	2,549,485.56
	47 09/22/2022	17,099.75	7,354.56	9,745.19	2,539,740.37
	48 10/22/2022	17,099.75	7,090.11	10,009.64	2,529,730.73
	49 11/22/2022	17,099.75	7,297.57	9,802.18	2,519,928.55
	50 12/22/2022	17,099.75	7,034.80	10,064.95	2,509,863.60
	2022 Totals	205,197.00	87,422.20	117,774.80	
	51 01/22/2023	17,099.75	7,240.26	9,859.49	2,500,004.11
	52 02/22/2023	17,099.75	7,211.82	9,887.93	2,490,116.18
	53 03/22/2023	17,099.75	6,488.14	10,611.61	2,479,504.57
	54 04/22/2023	17,099.75	7,152.68	9,947.07	2,469,557.50
	55 05/22/2023	17,099.75	6,894.18	10,205.57	2,459,351.93
	56 06/22/2023	17,099.75	7,094.55	10,005.20	2,449,346.73
	57 07/22/2023	17,099.75	6,837.76	10,261.99	2,439,084.74
	58 08/22/2023	17,099.75	7,036.08	10,063.67	2,428,021.07
	59 09/22/2023	17,099.75	7,007.05	10,092.70	2,418,928.37
	60 10/22/2023	17,099.75	6,752.84	10,346.91	2,408,581.46
	61 11/22/2023	17,099.75	6,948.09	10,151.66	2,398,429.80
	62 12/22/2023	17,099.75	6,695.62	10,404.13	2,388,025.67
	2023 Totals	205,197.00	83,359.07	121,837.93	
	63 01/22/2024	17,099.75	6,888.79	10,210.96	2,377,814.71
	64 02/22/2024	17,099.75	6,859.33	10,240.42	2,367,574.29
	65 03/22/2024	17,099.75	6,389.16	10,710.59	2,356,863.70
	66 04/22/2024	17,099.75	6,798.90	10,300.85	2,346,562.85
	67 05/22/2024	17,099.75	6,550.82	10,548.93	2,336,013.92
	68 06/22/2024	17,099.75	6,738.75	10,361.00	2,325,652.92
	69 07/22/2024	17,099.75	6,492.45	10,607.30	2,315,045.62
	70 08/22/2024	17,099.75	6,678.26	10,421.49	2,304,624.13
	71 09/22/2024	17,099.75	6,648.20	10,451.55	2,294,172.58
	72 10/22/2024	17,099.75	6,404.57	10,695.18	2,283,477.40
	73 11/22/2024	17,099.75	6,587.20	10,512.55	2,272,964.85
	74 12/22/2024	17,099.75	6,345.36	10,754.39	2,262,210.46
	2024 Totals	205,197.00	79,381.79	125,815.21	

	Date	Payment	Interest	Principal	Balance	
	75	01/22/2025	17,099.75	6,525.85	10,573.90	2,251,636.56
	76	02/22/2025	17,099.75	6,495.35	10,604.40	2,241,032.16
	77	03/22/2025	17,099.75	5,839.13	11,260.62	2,229,771.54
	78	04/22/2025	17,099.75	6,432.27	10,667.48	2,219,104.06
	79	05/22/2025	17,099.75	6,195.00	10,904.75	2,208,199.31
	80	06/22/2025	17,099.75	6,370.04	10,729.71	2,197,469.60
	81	07/22/2025	17,099.75	6,134.60	10,965.15	2,186,504.45
	82	08/22/2025	17,099.75	6,307.46	10,792.29	2,175,712.16
	83	09/22/2025	17,099.75	6,276.33	10,823.42	2,164,888.74
	84	10/22/2025	17,099.75	6,043.65	11,056.10	2,153,832.64
	85	11/22/2025	17,099.75	6,213.21	10,886.54	2,142,946.10
	86	12/22/2025	17,099.75	5,982.39	11,117.36	2,131,828.74
	2025 Totals	205,197.00	74,815.28	130,381.72		
	87	01/22/2026	17,099.75	6,149.73	10,950.02	2,120,878.72
	88	02/22/2026	17,099.75	6,118.15	10,981.60	2,109,897.12
	89	03/22/2026	17,099.75	5,497.45	11,602.30	2,098,294.82
	90	04/22/2026	17,099.75	6,053.00	11,046.75	2,087,248.07
	91	05/22/2026	17,099.75	5,826.90	11,272.85	2,075,975.22
	92	06/22/2026	17,099.75	5,988.61	11,111.14	2,064,864.08
	93	07/22/2026	17,099.75	5,764.41	11,335.34	2,053,528.74
	94	08/22/2026	17,099.75	5,923.86	11,175.89	2,042,352.85
	95	09/22/2026	17,099.75	5,891.62	11,208.13	2,031,144.72
	96	10/22/2026	17,099.75	5,670.28	11,429.47	2,019,715.25
	97	11/22/2026	17,099.75	5,826.32	11,273.43	2,008,441.82
	98	12/22/2026	17,099.75	5,606.90	11,492.85	1,996,948.97
	2026 Totals	205,197.00	70,317.23	134,879.77		
	99	01/22/2027	17,099.75	5,760.64	11,339.11	1,985,609.86
	100	02/22/2027	17,099.75	5,727.93	11,371.82	1,974,238.04
	101	03/22/2027	17,099.75	5,143.99	11,955.76	1,962,282.28
	102	04/22/2027	17,099.75	5,660.64	11,439.11	1,950,843.17
	103	05/22/2027	17,099.75	5,446.10	11,653.65	1,939,189.52
	104	06/22/2027	17,099.75	5,594.02	11,505.73	1,927,683.79
	105	07/22/2027	17,099.75	5,381.45	11,718.30	1,915,965.49
	106	08/22/2027	17,099.75	5,527.03	11,572.72	1,904,392.77
	107	09/22/2027	17,099.75	5,493.64	11,606.11	1,892,786.66
	108	10/22/2027	17,099.75	5,284.03	11,815.72	1,880,970.94
	109	11/22/2027	17,099.75	5,426.08	11,673.67	1,869,297.27
	110	12/22/2027	17,099.75	5,218.45	11,881.30	1,857,415.97
	2027 Totals	205,197.00	65,664.00	139,533.00		
	111	01/22/2028	17,099.75	5,358.13	11,741.62	1,845,674.35
	112	02/22/2028	17,099.75	5,324.26	11,775.49	1,833,898.86
	113	03/22/2028	17,099.75	4,948.98	12,150.77	1,821,748.09
	114	04/22/2028	17,099.75	5,255.24	11,844.51	1,809,903.58
	115	05/22/2028	17,099.75	5,052.65	12,047.10	1,797,856.48
	116	06/22/2028	17,099.75	5,186.32	11,913.43	1,785,943.05
	117	07/22/2028	17,099.75	4,985.76	12,113.99	1,773,829.06
	118	08/22/2028	17,099.75	5,117.00	11,982.75	1,761,846.31
	119	09/22/2028	17,099.75	5,082.44	12,017.31	1,749,829.00

	Date	Payment	Interest	Principal	Balance
	163 05/22/2032	17,099.75	3,336.63	13,763.12	1,181,446.06
	164 06/22/2032	17,099.75	3,408.14	13,691.61	1,167,754.45
	165 07/22/2032	17,099.75	3,259.98	13,839.77	1,153,914.68
	166 08/22/2032	17,099.75	3,328.72	13,771.03	1,140,143.65
	167 09/22/2032	17,099.75	3,289.00	13,810.75	1,126,332.90
	168 10/22/2032	17,099.75	3,144.35	13,955.40	1,112,377.50
	169 11/22/2032	17,099.75	3,208.90	13,890.85	1,098,486.65
	170 12/22/2032	17,099.75	3,066.61	14,033.14	1,084,453.51
	2032 Totals	205,197.00	39,999.70	165,197.30	
	171 01/22/2033	17,099.75	3,128.35	13,971.40	1,070,482.11
	172 02/22/2033	17,099.75	3,088.04	14,011.71	1,056,470.40
	173 03/22/2033	17,099.75	2,752.69	14,347.06	1,042,123.34
	174 04/22/2033	17,099.75	3,006.24	14,093.51	1,028,029.83
	175 05/22/2033	17,099.75	2,869.92	14,229.83	1,013,800.00
	176 06/22/2033	17,099.75	2,924.53	14,175.22	999,624.78
	177 07/22/2033	17,099.75	2,790.62	14,309.13	985,315.65
	178 08/22/2033	17,099.75	2,842.36	14,257.39	971,058.26
	179 09/22/2033	17,099.75	2,801.23	14,298.52	956,759.74
	180 10/22/2033	17,099.75	2,670.95	14,428.80	942,330.94
	181 11/22/2033	17,099.75	2,718.36	14,381.39	927,949.55
	182 12/22/2033	17,099.75	2,590.53	14,509.22	913,440.33
	2033 Totals	205,197.00	34,183.82	171,013.18	
	183 01/22/2034	17,099.75	2,635.02	14,464.73	898,975.60
	184 02/22/2034	17,099.75	2,593.29	14,506.46	884,469.14
	185 03/22/2034	17,099.75	2,304.53	14,795.22	869,673.92
	186 04/22/2034	17,099.75	2,508.77	14,590.98	855,082.94
	187 05/22/2034	17,099.75	2,387.11	14,712.64	840,370.30
	188 06/22/2034	17,099.75	2,424.23	14,675.52	825,694.78
	189 07/22/2034	17,099.75	2,305.06	14,794.69	810,900.09
	190 08/22/2034	17,099.75	2,339.22	14,760.53	796,139.56
	191 09/22/2034	17,099.75	2,296.64	14,803.11	781,336.45
	192 10/22/2034	17,099.75	2,181.23	14,918.52	766,417.93
	193 11/22/2034	17,099.75	2,210.90	14,888.85	751,529.08
	194 12/22/2034	17,099.75	2,098.02	15,001.73	736,527.35
	2034 Totals	205,197.00	28,284.02	176,912.98	
	195 01/22/2035	17,099.75	2,124.68	14,975.07	721,552.28
	196 02/22/2035	17,099.75	2,081.48	15,018.27	706,534.01
	197 03/22/2035	17,099.75	1,840.91	15,258.84	691,275.17
	198 04/22/2035	17,099.75	1,994.14	15,105.61	676,169.56
	199 05/22/2035	17,099.75	1,887.64	15,212.11	660,957.45
	200 06/22/2035	17,099.75	1,906.68	15,193.07	645,764.38
	201 07/22/2035	17,099.75	1,802.76	15,296.99	630,467.39
	202 08/22/2035	17,099.75	1,818.72	15,281.03	615,186.36
	203 09/22/2035	17,099.75	1,774.64	15,325.11	599,861.25
	204 10/22/2035	17,099.75	1,674.61	15,425.14	584,436.11
	205 11/22/2035	17,099.75	1,685.94	15,413.81	569,022.30
	206 12/22/2035	17,099.75	1,588.52	15,511.23	553,511.07
	2035 Totals	205,197.00	22,180.72	183,016.28	

	Date	Payment	Interest	Principal	Balance
207	01/22/2036	17,099.75	1,596.73	15,503.02	538,008.05
208	02/22/2036	17,099.75	1,552.00	15,547.75	522,460.30
209	03/22/2036	17,099.75	1,409.92	15,689.83	506,770.47
210	04/22/2036	17,099.75	1,461.89	15,637.86	491,132.61
211	05/22/2036	17,099.75	1,371.08	15,728.67	475,403.94
212	06/22/2036	17,099.75	1,371.41	15,728.34	459,675.60
213	07/22/2036	17,099.75	1,283.26	15,816.49	443,859.11
214	08/22/2036	17,099.75	1,280.41	15,819.34	428,039.77
215	09/22/2036	17,099.75	1,234.78	15,864.97	412,174.80
216	10/22/2036	17,099.75	1,150.65	15,949.10	396,225.70
217	11/22/2036	17,099.75	1,143.00	15,956.75	380,268.95
218	12/22/2036	17,099.75	1,061.58	16,038.17	364,230.78
2036 Totals		205,197.00	15,916.71	189,280.29	
219	01/22/2037	17,099.75	1,050.70	16,049.05	348,181.73
220	02/22/2037	17,099.75	1,004.41	16,095.34	332,086.39
221	03/22/2037	17,099.75	865.27	16,234.48	315,851.91
222	04/22/2037	17,099.75	911.15	16,188.60	299,663.31
223	05/22/2037	17,099.75	836.56	16,263.19	283,400.12
224	06/22/2037	17,099.75	817.53	16,282.22	267,117.90
225	07/22/2037	17,099.75	745.70	16,354.05	250,763.85
226	08/22/2037	17,099.75	723.38	16,376.37	234,387.48
227	09/22/2037	17,099.75	676.14	16,423.61	217,963.87
228	10/22/2037	17,099.75	608.48	16,491.27	201,472.60
229	11/22/2037	17,099.75	581.19	16,518.56	184,954.04
230	12/22/2037	17,099.75	516.33	16,583.42	168,370.62
2037 Totals		205,197.00	9,336.84	195,860.16	
231	01/22/2038	17,099.75	485.70	16,614.05	151,756.57
232	02/22/2038	17,099.75	437.78	16,661.97	135,094.60
233	03/22/2038	17,099.75	352.00	16,747.75	118,346.85
234	04/22/2038	17,099.75	341.40	16,758.35	101,588.50
235	05/22/2038	17,099.75	283.60	16,816.15	84,772.35
236	06/22/2038	17,099.75	244.54	16,855.21	67,917.14
237	07/22/2038	17,099.75	189.60	16,910.15	51,006.99
238	08/22/2038	17,099.75	147.14	16,952.81	34,054.38
239	09/22/2038	17,099.75	98.24	17,001.51	17,052.87
240	10/22/2038	17,099.75	46.88	17,052.87	0.00
2038 Totals		170,997.50	2,626.88	168,370.62	
Grand Totals		4,103,940.00	1,128,940.00	2,975,000.00	

	Date	Payment	Interest	Principal	Balance
120	10/22/2028	17,099.75	4,884.94	12,214.81	1,737,614.19
121	11/22/2028	17,099.75	5,012.53	12,087.22	1,725,526.97
122	12/22/2028	17,099.75	4,817.10	12,282.65	1,713,244.32
2028 Totals		205,197.00	61,025.35	144,171.65	
123	01/22/2029	17,099.75	4,942.23	12,157.52	1,701,086.80
124	02/22/2029	17,099.75	4,907.16	12,192.59	1,688,894.21
125	03/22/2029	17,099.75	4,400.51	12,699.24	1,676,194.97
126	04/22/2029	17,099.75	4,835.36	12,264.39	1,663,930.58
127	05/22/2029	17,099.75	4,645.14	12,454.61	1,651,475.97
128	06/22/2029	17,099.75	4,764.05	12,335.70	1,639,140.27
129	07/22/2029	17,099.75	4,575.93	12,523.82	1,626,616.45
130	08/22/2029	17,099.75	4,692.34	12,407.41	1,614,209.04
131	09/22/2029	17,099.75	4,656.54	12,443.21	1,601,765.83
132	10/22/2029	17,099.75	4,471.60	12,628.15	1,589,137.68
133	11/22/2029	17,099.75	4,584.22	12,515.53	1,576,622.15
134	12/22/2029	17,099.75	4,401.40	12,698.35	1,563,923.80
2029 Totals		205,197.00	55,876.48	149,320.52	
135	01/22/2030	17,099.75	4,511.49	12,588.26	1,551,335.54
136	02/22/2030	17,099.75	4,475.17	12,624.58	1,538,710.96
137	03/22/2030	17,099.75	4,009.20	13,090.55	1,525,620.41
138	04/22/2030	17,099.75	4,400.99	12,698.76	1,512,921.65
139	05/22/2030	17,099.75	4,223.57	12,876.18	1,500,045.47
140	06/22/2030	17,099.75	4,327.21	12,772.54	1,487,272.93
141	07/22/2030	17,099.75	4,151.97	12,947.78	1,474,325.15
142	08/22/2030	17,099.75	4,253.02	12,846.73	1,461,478.42
143	09/22/2030	17,099.75	4,215.96	12,883.79	1,448,594.63
144	10/22/2030	17,099.75	4,043.99	13,055.76	1,435,538.87
145	11/22/2030	17,099.75	4,141.13	12,958.62	1,422,580.25
146	12/22/2030	17,099.75	3,971.37	13,128.38	1,409,451.87
2030 Totals		205,197.00	50,725.07	154,471.93	
147	01/22/2031	17,099.75	4,065.88	13,033.87	1,396,418.00
148	02/22/2031	17,099.75	4,028.28	13,071.47	1,383,346.53
149	03/22/2031	17,099.75	3,604.39	13,495.36	1,369,851.17
150	04/22/2031	17,099.75	3,951.64	13,148.11	1,356,703.06
151	05/22/2031	17,099.75	3,787.46	13,312.29	1,343,390.77
152	06/22/2031	17,099.75	3,875.31	13,224.44	1,330,166.33
153	07/22/2031	17,099.75	3,713.38	13,386.37	1,316,779.96
154	08/22/2031	17,099.75	3,798.54	13,301.21	1,303,478.75
155	09/22/2031	17,099.75	3,760.17	13,339.58	1,290,139.17
156	10/22/2031	17,099.75	3,601.64	13,498.11	1,276,641.06
157	11/22/2031	17,099.75	3,682.75	13,417.00	1,263,224.06
158	12/22/2031	17,099.75	3,526.50	13,573.25	1,249,650.81
2031 Totals		205,197.00	45,395.94	159,801.06	
159	01/22/2032	17,099.75	3,604.90	13,494.85	1,236,155.96
160	02/22/2032	17,099.75	3,565.97	13,533.78	1,222,622.18
161	03/22/2032	17,099.75	3,299.38	13,800.37	1,208,821.81
162	04/22/2032	17,099.75	3,487.12	13,612.63	1,195,209.18

Last interest amount decreased by 0.73 due to rounding.

**NORTHWAY BANK
BOARD OF DIRECTORS
RESOLUTION
October 25, 2018**

WHEREAS, Northway Bank (the "Bank") has granted or is in the process of granting a loan to State of New Hampshire, acting through the New Hampshire Lottery Commission, which requires certain assignments and documents to be signed by an officer of the Bank for a loan in the amount of \$2,975,000.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Northway Bank has authorized the following senior officers of the Bank to execute any and all documents necessary to consummate the loan to the State of New Hampshire, acting through the New Hampshire Lottery Commission in the amount of \$2,975,000 effective October 25, 2018:

John Udaloy, SVP / Senior Market Manager
Thomas Kaseta, SVP / Chief Credit Officer
Barry Leonard, Jr., SVP / Chief Commercial Banking Officer
William Woodward, CEO and President



Debra A. Blair, Corporate Clerk

October 25, 2018

State of New Hampshire

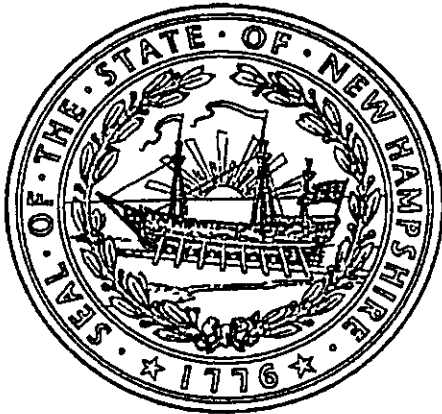
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHWAY BANK is a New Hampshire Trade Name registered to transact business in New Hampshire on August 18, 2003. 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: 447430

Certificate Number: 0004211123



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of November A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: NORTHWAY BANK	Business ID: 447430
Business Type: Trade Name	Business Status: Active
Expiration Date: 8/18/2023	Last Renewal Date: 3/8/2018
Business Creation Date: 08/18/2003	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 08/18/2003	
Principal Office Address: 9 MAIN ST, BERLIN, NH, 03570, USA	Mailing Address: NONE
Business Email: NONE	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / FINANCIAL INSTITUTION	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

Business Name	Business ID	Business Status
---------------	-------------	-----------------

Trade Name Owned By

Name	Title	Address
NORTHWAY FINANCIAL, INC. (/online/BusinessInquire/TradeNameInformation? businessID=11768)	Business	Good Standing

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

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[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)
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Business Name Search

Business Details

Business Name: NORTHWAY FINANCIAL, INC.
 Business Type: Domestic Profit Corporation
 Business Creation Date: 03/06/1997
 Principal Business Office Address: 3424 White Mountain Highway, North Conway, NH, 03860, USA
 Citizenship / State of Incorporation: Domestic/New Hampshire
 Duration: Perpetual

Last

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / THE ACTIVITIES OF A BANK HOLDING COMPANY	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: Goupil, Susan L
 Physical Address: 3424 White Mountain Highway, North Conway, NH, 03860, USA
 Mailing Address: 3424 White Mountain Highway, North Conway, NH, 03860, USA

Trade Name Information

Business Name	Business ID
NORTHWAY BANK	447430
NORTHWAY COMMUNITY BANK	447431
NORTHWAY NATIONAL BANK	447432

Trade Name Owned By

Name	Title
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[Back \(https://quickstart.sos.nh.gov/online/BusinessInquire/BusinessInformation?businessID=124538\)](https://quickstart.sos.nh.gov/online/BusinessInquire/BusinessInformation?businessID=124538)
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66 North Main Street
Concord, NH 03301
Tel.: (603) 326-1021
judalov@northwaybank.com

November 13, 2018

Debra M. Douglas, Chairman
New Hampshire Lottery Commission
The State of New Hampshire
14 Integra Drive
Concord, NH 03301

Dear Ms. Douglas:

I am pleased to inform you that Northway Bank ("Lender") has approved your request for a commercial term loan (the "Loan"), subject to the following terms and conditions:

1. Borrower The State of New Hampshire ("State"), acting through the New Hampshire Lottery Commission ("Commission"), (Collectively known as "Borrower")
2. Loan amount \$2,975,000.00.
3. Interest Rate The interest charged on the Loan shall be fixed at three and thirty-five hundredths percent (3.35%) per annum, provided, however, if the interest is no longer tax exempt, the interest rate shall increase to four and six tenths percent (4.60%) per annum.
4. Term Twenty (20) years.
5. Payments Borrower shall make payments of principal and interest on a monthly basis commencing thirty (30) days after Loan closing. Payments will be sufficient to amortize the Loan amount over twenty (20) years. The annual interest for the Loan will be computed on an actual/360 basis.
6. Purpose To purchase commercial real estate located at 14 Integra Drive, Concord, New Hampshire.
7. Security First mortgage on commercial real estate located at 14 Integra Drive, Concord, New Hampshire, along with an assignment of leases and rents.
8. Documentation All documentation, including but not limited to the Note, Mortgage, Loan Agreement, and Assignment of Leases and Rents will be in form,

content, and execution satisfactory to Lender and will be prepared by counsel selected by Lender. Lender reserves for itself and for its counsel the right to require additional documentation, which counsel, in its own discretion, deems necessary to protect the interests of Lender.

9. Organization and Authorization.....Borrower shall provide Lender with resolutions of the appropriate governmental authorities authorizing Borrower to enter into the Loan and to execute, deliver and perform the documents relating thereto.
10. Opinion of Counsel.....Borrower shall provide an Opinion of Counsel letter at closing stating that the loan is a valid and binding obligation of the State of New Hampshire and the New Hampshire Lottery Commission and that the individuals signing the loan documents are fully authorized to do so. Further, the opinion will state that the debt service payments under the loan are expenses of the administration of the Lottery Commission within the terms of NH RSA 284:21-j and that, to the extent that the money available in the fund referenced in NH RSA 284:21-j is not sufficient to pay the debt service on the loan, the State of New Hampshire will pay the loan subject to obtaining the necessary legislative approvals. Borrower shall also provide an opinion from the appropriate authority confirming the tax-exempt status of the borrowing.
11. Loan Agreement.....The Loan will be made subject to the terms and conditions of a comprehensive Loan Agreement which shall include warranties, affirmative and negative covenants and other conditions typical for a Loan of this type and size.
12. Title DocumentationAt closing Lender's counsel will provide Lender with an ALTA lender's title insurance policy, written with a company acceptable to Lender (i) insuring that the mortgage set forth in Section 7 hereof constitutes a valid lien in the priority indicated on the property; (ii) insuring that Borrower has good and marketable title to the property subject only to such exceptions as are acceptable to Lender. Without limiting the scope or generality of the foregoing, the policy shall have all the standard exceptions deleted and shall include such affirmative insurance and endorsements as may be requested by Lender. The combined title insurance premiums to be paid by Borrower for the Lender's and Owner's policies shall not exceed \$6,800.00.
13. Financial and Other Information.....Throughout the term of the Loan, the New Hampshire Lottery Commission shall furnish Lender with (i) annual audited financial statements for Commission, prepared by certified public accountants acceptable to Lender, within one-hundred twenty (120) days of fiscal year end; (ii) annual accountant certified balance sheet and income statement of the Commission within thirty (30) days of fiscal year end; and (iii) such other financial information as Lender may request from time to time.
14. Environmental Issues.....Lender has received a copy of a Phase I Environmental Site Assessment satisfactory to Lender, which was performed on the property in 1997 indicating that there is not, and appears to be no likelihood of, any presence or evidence of any hazardous material, hazardous substance, hazardous waste, asbestos or petroleum products on, adjacent to, or in the vicinity of, the property. Any underground tanks must be in

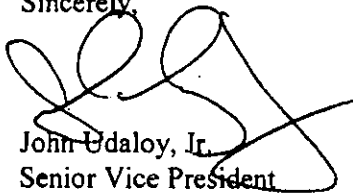
compliance with New Hampshire state regulations and any test results of those tanks must be furnished to Lender.

15. InsurancePrior to closing, and throughout the term of the Loan, Lender is to be provided with such insurance policies, binders or certificates as are required by the Loan documents, including but not limited to hazard insurance written on an all-risk basis. The policies shall have standard mortgagee clause attached or added by endorsement which provide that all insurance proceeds shall be paid to Lender and that the policies shall not be canceled without thirty (30) days' prior notice to Lender.
16. Flood InsuranceLender has obtained written certification that the property is not located in a flood plain and that flood insurance is not required. Should the Collateral at any time be deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid balance of the Loan and any prior liens on the property securing the Loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the Loan. Flood insurance may be purchased under the National Flood Insurance program or from private issuers.
17. Insolvency and/or DefaultLender may cancel all of its obligations under this commitment without liability should any of the following arise:
 - a. Filing for relief pursuant to bankruptcy;
 - b. Material adverse change in the financial condition of Borrower;
 - c. Material adverse change in the security for this Loan;
 - d. Litigation involving any of the security for this Loan.
18. ExpensesBorrower will pay all taxes and assessments and all costs incidental to this transaction including but not limited to title examination, attorney's fees, recording fees, flood zone determination fee, and all other related expenses, whether the Loan contemplated hereunder is made or not, unless the Loan is not made because of wrongful action or delay by Lender. Notwithstanding the foregoing, the combined legal fees and expenses, exclusive of title insurance premiums, to be paid by Borrower on this Loan shall not exceed \$17,500.00.
19. Lender not a Joint VenturerNotwithstanding anything to the contrary herein contained, Lender, by making this Loan or by any action taken pursuant hereto, will not be deemed a partner or a joint venturer with Borrower; and Borrower will indemnify and hold Lender harmless from any and all damages resulting from such a construction of the parties and their relationship.
20. No Assignability or Assumability:
Prior AgreementsThis commitment is not assignable or assumable and supersedes all prior written or oral communications or understandings between the parties. Any alterations to this letter of commitment will render it null and void.

21. Incorporation into the Loan DocumentsThe parties hereto agree that the terms of this commitment letter shall survive the Loan closing contemplated hereunder and that each and every condition set forth in this commitment shall be a continuing obligation and undertaking and shall not cease or terminate until the entire Loan, together with all interest and fees due herein and any other amounts which may accrue pursuant to this commitment and/or the Loan documents executed pursuant thereto shall have been paid in full, and until the obligations and undertakings of Borrower shall have been fully completed and discharged. To the extent there is a conflict between the terms of this commitment letter and the Loan Documents, the terms of the Loan Documents shall control.
22. Additional ProvisionsLender reserves the right to impose such additional reasonable conditions as it may determine prior to closing. This commitment letter and the basic terms and conditions outlined herein are not meant to be, nor shall they be construed as, an attempt to define all the terms and conditions of the financing.

This commitment shall not become effective until such time as it is accepted in writing by Borrower. Please evidence acceptance by signing the enclosed copy of this letter and returning it to Lender on or before November 21, 2018. This commitment and all obligations of Lender hereunder will terminate if the Loan is not closed by January 18, 2019.

Sincerely,



John Udaloy, Jr.
Senior Vice President

JU/rmp
Enclosure

Acceptance Date: _____

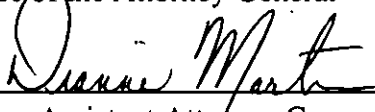
The State of New Hampshire, acting through the New Hampshire Lottery Commission, as Borrower, undersigned, hereby accepts this commitment and agrees to be bound by its terms and conditions.

STATE OF NEW HAMPSHIRE
By and through the
NEW HAMPSHIRE LOTTERY COMMISSION

By: _____
Debra M. Douglas, Chairman of the
New Hampshire Lottery Commission

These documents are approved as to form, substance, and execution contingent upon review and approval of any final documents prior to closing.

Office of the Attorney General

By: 
Assistant Attorney General

Date: 11/16/18

Approved by the Governor & Executive Council on _____

Secretary of State

**STATE OF NEW HAMPSHIRE
LOTTERY COMMISSION**

Request for Building Purchase Financing Proposals

RFP 2018-0901

SECTION 1 – Overview and Schedule

A. Executive Summary

The New Hampshire Lottery Commission (“NHLC”) is seeking proposals from commercial financial institutions to provide financing for NHLC’s purchase of a building and land located at 14 Integra Drive in Concord, New Hampshire (the Property). The Property is currently occupied by NHLC as a lessor. NHLC has entered into a Purchase and Sale Agreement with the current owner to purchase the Property for \$2.975 million with an anticipated closing date in December of 2018. Pursuant to HB 517 (2017) NHLC is authorized to enter into a commercial loan to finance the purchase of the Property subject to approval of the Joint Legislative Fiscal Committee and the Governor & Executive Council.

B. Schedule

The following table provides a Schedule of Events for this RFP through contract finalization and approval. NHLC reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME
RFP Released to Proposers (Advertisement)	September 18, 2018	
Proposer Inquiry Period Ends	September 25, 2018	4:00 p.m.
Final Agency Responses to Proposer Inquiries	October 1, 2018	
Proposers Submit Proposals	October 4, 2018	4:00 p.m.
Estimated Notification of Selection	October 9, 2018	
Estimated Date of Approval of Final Agreement/ Closing	December 2018	

SECTION 2 -Description of Purchase to Be Financed

NHLC is an executive branch commission of the State of New Hampshire that is responsible for operating lottery sales and for regulating charitable gaming within the State. For the Fiscal Year 2018, NHLC reported \$331.8 million in revenue and generated a net profit of \$86.5 million. Pursuant to RSA 284:21-e, NHLC is required to have an office in Concord or in a municipality that borders Concord. For approximately the past twenty (20) years the NHLC headquarters have been located in a leased facility at 14 Integra Drive in Concord. NHLC is now seeking to purchase the Property.

The Property consists of a 2.97 acre site which is improved with an approximately 24,000 square foot industrial commercial building built in 1998. The square footage is divided into 50% finished office space and 50% unfinished space which houses NHLC's warehouse facilities. In addition to office and warehouse space, the building contains a small retail area for the purchase and redemption of lottery tickets. The site has a paved parking area with approximately 75 parking spaces.

NHLC has entered into a preliminary agreement to purchase the property from the current owner for a sale price of \$2.975 million. NHLC is seeking proposals from private commercial institutions to finance this purchase with an anticipated closing date in December 2018.

SECTION 3 – NHLC Financing Requirements

NHLC intends to enter into a binding term sheet with the successful proposer subject to the contingencies in the NHLC Purchase and Sale Agreement. That term sheet will be the basis to obtain approvals from the Joint Legislative Fiscal Committee, Governor & Executive Council, and will form the substance of the Financing Agreement that will be executed at the time of the purchase closing for the Property. NHLC expects that the term sheet that will result from this RFP process will have, at a minimum, the following terms:

1. Amount: \$2.975 million dollars.
2. Term: Twenty (20) years.
3. Rate: Fixed, tax exempt rate.
4. Repayment provisions: Interest and Principle payments to be made on a monthly basis. The principle amortization schedule of the term loan will be structured to achieve approximately equal annual payments.
5. Down payment requirement - Due to the nature of the NHLC as a revenue generating governmental agency and our legal obligation to transfer all monthly profits, less reasonable expenses, to the Education Trust Fund in the State of NH, NHLC prefers to limit the down payment required for the loan.

SECTION 4 – Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by NHLC no later than the time and date specified in the Schedule section herein. Proposals may be submitted by U.S. Mail, delivery service, or in person at 14 Integra Drive, Concord, NH 03301. Proposals must be addressed to:

New Hampshire Lottery Commission

c/o

James Duris, CFO

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE

RESPONSE TO RFP 2018-0901

Request for Building Purchase Financing Proposals

Unless waived as a non-material deviation in accordance with Section 6B, late submissions will not be accepted and will be returned to the proposer unopened. Delivery of the Proposals shall be at the Proposer's expense. The time of receipt shall be considered when a Proposal has been officially documented by NHLC, in accordance with its established policies, as having been received at the location designated above. NHLC accepts no responsibility for mislabeled mail or mail that is not delivered or is undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Proposer's responsibility.

All Proposals submitted in response to this RFP must consist of one (1) original and three (3) clearly identified copies of the Proposal, including all required attachments.

B. Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated Points of Contact:

TO: James Duris, Chief Financial Officer, James.Duris@lottery.nh.gov
CC: John Conforti, Chief Compliance Officer, John.Conforti@lottery.nh.gov

Inquiries must be received by the RFP Points of Contact no later than the conclusion of the Proposer Inquiry Period (see Schedule of Events section, herein). Inquiries received later than

the conclusion of the Proposer Inquiry Period shall not be considered properly submitted and may not be considered.

NHLC intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule section, herein; however, this date is subject to change at NHLC's discretion. NHLC may consolidate and/or paraphrase questions for sufficiency and clarity. NHLC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon NHLC. Official responses by NHLC will be made only in writing by the process described above.

C. Restriction of Contact with Agency Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with NHLC regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein. NHLC employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Points of Contact. Proposers may be disqualified for violating this restriction on communications.

D. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

SECTION 5 - Content and Requirements for a Proposal

All Proposals shall contain the following:

A. Company Background and Experience

The Proposer will describe the background and experience of the financial institution. This response must include a description of the size and location(s) of the institution, the financial resources available to the Proposer and the personnel who will be responsible for managing this loan, including their experience in handling commercial, governmental and/or real estate loans of a similar size and scope. (Not to exceed 3 pages)

B. Term and Interest Rate

The Proposer will confirm whether they are willing to meet the 20 year term requirement set forth in Section 3 of the RFP and propose the Interest Rate for this loan term. The rate will be considered fixed at the time of closing, the rate proposed will be adjusted based on changes in

LIBOR from the date of proposal until the date of closing. The particulars of this adjustment will be addressed in the term sheet.

C. Down Payment Requirements

The Proposer shall identify the proposed down payment to be paid by NHLC at the time of closing as expressed in a percentage of the total purchase price. Please note that NHLC is seeking to limit the amount of the down payment to be made and will look favorably on proposals with lower down payment requirements as outlined in Section 6.

D. Collateral Requirements

The Proposer shall identify any and all collateral required from the State of New Hampshire to secure this loan.

E. Description of All Fees and Expenses

The Proposer shall identify any fees or expenses of any kind to be incurred by NHLC as a result of this loan, outside of principal and interest payments.

F. Description of Any Terms, Conditions, Covenants, Restrictions

Please identify any standard terms, conditions, covenants or restrictions that the Proposer expects to include in a final Loan Agreement. This includes any requirements for insurances, escrow agreements, due diligence, inspections, etc. relating to the Property or this loan.

G. Pre-Payment Options

Please identify whether and under what conditions NHLC would be able to pre-pay this loan, identifying with clarity any penalties or fees assessed for early payment.

SECTION 6 – Evaluation of Proposals

A. Criteria for Evaluation and Scoring

Each responsive Proposal will be evaluated and scored based on the following criteria:

1. Background and Experience (Pass/Fail)

NHLC will evaluate proposals to evaluate whether the Proposer has sufficient experience, financial strength and personnel to complete this transaction in a timely manner. This will not be a scored evaluation but will be assessed on a pass/fail basis. Proposers who fail to demonstrate sufficient experience, financial strength or personnel will be notified of their failure to meet this standard and their proposal will receive no further consideration.

2. Favorability of Interest Rate (75 Points)

NHLC will calculate the total interest payments to be made on a \$2.975 million dollar loan (regardless of the down payment proposed) based on the interest rate submitted in the proposal under Section 5B. Based on the total interest payments, NHLC will award points based on the following calculation:

$\text{Lowest Proposed Interest Cost} / \text{Proposers Interest Cost} * 75 \text{ Points} = \text{Proposer's Score}$

3. Costs and Fees (5 Points)

NHLC will calculate the costs and fees to be paid by NHLC relating to this loan as set forth by the Proposer in response to Section 5E. NHLC will award points on the following calculation:

$\text{Lowest Overall Costs and Fees} / \text{Proposers Costs and Fees} * 5 \text{ Points} = \text{Proposer's Score}$

If the Proposer offers no costs and fees associated with the loan, a nominal fee of \$100 will be used to conduct this calculation.

4. Down Payment (10 Points)

NHLC will evaluate and award points based on the down payment set forth in the Proposers response to Section 6C as follows:

A Proposer will be awarded a point for each percentage point below 10% in their proposed down payment. Conversely a point will be deducted for each percentage point above 10% in their proposed down payment. (Example: 5% Proposed Down Payment + 5 points. A 15% Down Payment = - 5 points)

5. Favorability of Terms and Conditions (10 points)

NHLC will evaluate the Proposer's responses to Section 5D, F & G. NHLC is seeking terms and conditions that are flexible and achievable within the timeframe set forth for the purchase and which are consistent with NHLC's statutory obligations.

If NHLC determines to make an award, it will issue an "intent to negotiate" notice to a Proposer based on these evaluations. Should NHLC be unable to reach agreement with the selected Proposer during Contract discussions, NHLC may then undertake Contract discussions with the second preferred Proposer and so on, or NHLC may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

NHLC will use a scoring scale of 100 points, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
Background and Experience (Pass/Fail)	N/A
Favorability of Interest Rate	75
Costs and Fees	5
Down Payment	10
Favorability of Terms and Conditions	10
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	100

NHLC will select a Proposer based upon the criteria and standards contained in this RFP and from applying the weighting in this section.

B. Initial Screening

NHLC will conduct an initial screening step to verify Proposer compliance with the technical submission requirements set forth in the RFP and the minimum content set forth in Section 5 of this RFP. NHLC may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

C. Final Selection

NHLC will conduct a final selection based on the final evaluation of the initial proposals, or if requested, as a result of the Best and Final Offer and begin contract negotiations with the selected Proposer.

D. Rights of NHLC in Accepting and Evaluating Proposals

NHLC reserves the right to:

- Make independent investigations in evaluating Proposals;
- Request additional information to clarify elements of a Proposal;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in NHLC's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open contract discussions with the second highest scoring Proposer and so on, if NHLC is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

SECTION 7 – Terms and Conditions Related to the RFP Process

A. RFP Addendum

NHLC reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum/addenda to this RFP, NHLC, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

B. Non-Collusion

The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions; and Work quoted have been established without collusion with other Proposers and without effort to preclude NHLC from obtaining the best possible competitive Proposal.

C. Property of NHLC

All material received in response to this RFP shall become the property of the State and will not be returned to the Proposer. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

D. Confidentiality of a Proposal

Unless necessary for the approval of a Contract, the substance of a Proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to NHLC will be grounds for disqualification.

E. Public Disclosure

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a Contract. At the time of receipt of Proposals, NHLC will post the number of responses received with no further information. No later than five (5) business days prior to submission of a Contract to the Governor & Executive Council pursuant to this RFP, NHLC will post the name and rank or score of each Proposer. In the event that the Contract does not require Governor & Executive Council approval, NHLC shall disclose the rank or score of the Proposals at least 5 business days before final approval of the Contract.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this Request for Proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any Contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

If you believe any information being submitted in response to this Request for Proposal, Bid or information should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to NHLC, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such

information exempt. NHLC will determine the information it believes is properly exempted from disclosure.

Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the Contract. NHLC will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to NHLC to view portions of a Proposal that the Proposer has properly and clearly marked confidential, NHLC will notify the Proposer of the request and of the date NHLC plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, NHLC may release the requested information on the date specified in NHLC's notice without any liability to the Proposers.

F. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit NHLC to award a Contract. NHLC reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

G. Proposal Preparation Cost

By submitting a Proposal, a Proposer agrees that in no event shall NHLC be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

H. Ethical Requirements

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the State's internal intranet system, except in the case of annulment, the information shall be deleted from the list.

I. Challenges on Form or Process of the RFP

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the

attention of NHLC at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a Proposal, the Proposer is deemed to have waived any challenges to the form or procedures set forth in this RFP.

SECTION 8 – Contract Terms and Award

Upon selection of the highest scoring proposal, NHLC intends to negotiate a term sheet based on the proposal which will be used for governmental approvals. NHLC will then execute a full financing agreement with the Proposer based on the terms and conditions of this RFP and the Proposer's response to this RFP.



Nearly \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER Paul J. Holloway
COMMISSIONER J. Christopher Williams
EXECUTIVE DIRECTOR Charles R. McIntyre

STATE OF NEW HAMPSHIRE
LOTTERY COMMISSION
Request for Building Purchase Financing Proposals
RFP 2018-0901

Issue Date: September 18, 2018
Proposal Deadline: October 4, 2018
Scoring Deadline: October 9, 2018
Responses Received: Five (5) responses to the Request for Building Purchase Financing Proposals received by New Hampshire Lottery for RFP 2018-0901; the scoring was conducted and the results were as follows:

Proposer	Total	Ranking
Signature Public Funding	77.43 points	3
The Provident Bank	76.84 points	4
Northway Bank	89.47 points	1
Merrimack County Savings Bank	77.76 points	2
Eastern Bank	73.08 points	5



Live Free or Die

New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
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