



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553 E-Mail: nhparks@nh.gov
Web: www.nhstateparks.org

April 2, 2019

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

REQUESTED ACTION

Pursuant to RSA 6:35, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to exercise a yearly equipment lease financing option by entering into a Tax Exempt Equipment Lease Financing Agreement with Signature Public Funding Corp. (VC# 276761), Greenwich, CT in the total amount of \$353,830.30 for a 4-year annual lease schedule for the new 2019 New Holland T7.190 Auto Command Tractor with attachments effective upon Governor and Executive Council approval through March 28, 2023. The master Tax Exempt Equipment Lease-Purchase Financing Agreement was approved by the Governor and Executive Council on December 7, 2016, Item #43. 100% Agency Income

Funding is available as follows and pending budget approval for Fiscal Years 2020, 2021, 2022 and 2023:

	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
03-35-35-351510-35620000				
OHRV Trails Acquisition Fund	\$88,457.57	\$88,457.57	\$88,457.57	\$88,457.59
022-500257 Rents-Leases Other Than State				

EXPLANATION

The Department has successfully utilized both leasing and purchasing programs in the past to secure similar types of equipment for maintenance.

The Bureau of Trails is in need of equipment for year-round trail maintenance purposes of off highway recreational vehicle and snowmobile trails. This tractor will be used for OHRV trail projects on State and private lands; to keep trails in shape for summer OHRV use. The tractor will be used to operate a rock crushing unit, also being leased, which will be used on roads and trails on State and private properties to create gravel for these routes. It is becoming very expensive to find and have good gravel trucked to remote trail locations for maintenance and surfacing projects. This rock crushing unit can grind rocks up to 12" round into a pre-set size of aggregate. The tractor will also have the ability to load trucks with aggregates, move culverts and other trail maintenance materials and will also serve as a winter snowmobile trail grooming unit. The replacement costs of a dedicated winter trail groomer are more than \$250,000 and it would be used for only 3-4 months of the year. This tractor will be able to be used by the Trails Bureau for 12 months per year. For these reasons, your approval of this New Holland T7.190 tractor lease, which was selected by competitive bid, is requested.

The original Tax Exempt Equipment Lease Financing Master Lease Agreement for equipment leasing with Signature Public Funding Corp. (SPFC) was secured through a request for proposal process.

In October 2016, an invitation to submit proposals for Tax Exempt Equipment Lease Financing was posted on the Division of Purchase and Property's website. In addition, the Department forwarded notice of the posting to a list of over 30 financial institutions provided by the office of NH State Treasury. Only one proposal was received on October 19, 2016 and was evaluated based on cost and proposed terms of lease and escrow agreements. After consultation and review of the proposal by the NH State Treasury office, Signature Public Funding Corp. was the selected bidder.

The Governor and Executive Council approved the lease agreement on December 7, 2016, Item #43. The Master Lease Agreement as approved allows the Department to maintain SPFC as the financial funding organization that will be used for any subsequent 4-year term equipment lease agreements over the 4-year period for which they were approved starting in 2016.

The Attorney General's Office has reviewed and approved the Lease Agreement and related documents as to form, substance, and execution.

Per RSA 6:35, the NH State Treasury has reviewed and approved this year's Lease Agreement. A copy of the NH State Treasury Agency Lease Questionnaire approved by State Treasurer William F. Dwyer and a copy of RSA 6:35 governing this process are included for your information.

Per RSA 21-I:19-j, the Department of Administrative Services has reviewed and approved this year's Lease Agreement. A copy of the Chapter Law governing this process is included for your information.

Approval of this Lease Agreement does not entail a financial obligation or pledge to the State. The contractual requirement of the State to make lease payments under the lease agreement shall constitute a current operating expense of the State subject to legislative appropriation. The interest component of the lease payments under this agreement will be tax exempt to the lessor.

Respectfully submitted,



Sarah L. Stewart
Commissioner



SPECIFICATION COMPLIANCE:

Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications. Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all products and equipment offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration products and equipment, and shall not have been placed anywhere for evaluation purposes.

The manufacturer(s) and/or model(s) indicated in this bid are equivalent to the type and quality required. You may bid different make(s) and model(s); however, your offer must match or exceed the one(s) indicated and you must demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that don't meet the minimum standards will not be accepted. Product literature and specifications may be enclosed.

OFFER:

Successful Vendor hereby offers to sell the required items to the State of New Hampshire at the following price:

<u>QTY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>DELIVERED PRICE</u>
1	EACH	NEW, 2018 MODEL YEAR OR NEWER TRACTOR WITH OPTIONS AS PER THE FOLLOWING MINIMUM DNCR SPECIFICATIONS	\$ <u>327,083.⁰⁰</u>

TRACTOR:

YEAR 2019
Make and model New Holland J7.190 Auto Command
Vendor to submit detailed manufacturers specifications/literature

TRACK SET:

Make and model Soucy S-tech 600GX WIDE TRACK
Vendor to submit detailed manufacturers specifications/literature

ROCK CRUSHER

Make and model FAE STC/DT 150
Vendor to submit detailed manufacturers specifications/literature

DELIVERY TIME:

Successful Vendor agrees to complete delivery of items within 120 days after receipt of Purchase Order or sooner. Prices offered shall include all products and delivery costs.

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

Beunigan Equipment 231 WHEATON RD CONCORD NH
Company Name Company Address

Carl Beunigan 603-225-6621 877-666-0580
Contact Person Telephone Number Toll-Free Telephone Number

603-229-0537 carl.beunigan@beuniganequip.com beuniganequip.com
Facsimile Number E-mail Address Company Website

4 WHEEL DRIVE TRACTOR MINIMUM SPECIFICATIONS:

Engine: Six-cylinder, diesel-150 HP (minimum) with 121 PTO HP, rated engine RPM @ 2,100 must have less Than 150 hours

Displacement: 411 cu.in Minimum

Emission: EPA Final Tier 4 certified

Differential: electric differential lock/front and rear

Engine stop: Electric and controlled by ignition

Fuel Capacity: 71 gallon minimum with bottom fuel tank guard

Cold Start Package: Engine and transmission heaters

Transmission: Automatic, with CVT

Electrical: 12 or 14 volt
Battery -154AH
Alternator -200Amps.

Steering: Hydrostatic power steering

Tires: Matching Brand - Front -380/85R30 Rear - 480/80R42 - loaded

PTO: 1-3/8" 540/1000 reversible shaft, Electro hydraulic engagement.

Hydraulics: Closed Center Type, minimum 29 GPM output, minimum 4 port rear hydraulics, 3rd function valve plumbed.

3-point hitch: Yes with pintle

Operator's area: Fully enclosed Cab with automatic temperature control, two entry doors with locks, tinted glass, two speed intermittent front and rear wiper with washer & AM-FM radio (bluetooth capable) Swivel, full adjustment seat with arm rests and operator presence system with seat belt also to include passenger seat. Front and rear roller cab blinds, Electronic back-up alarm, horn and SMV sign5# ABC Fire extinguisher with mounting bracket Full instrumentation to included tachometer, engine temperature, fuel level indicator, voltage and hour meter. Warning indicators shall include engine oil pressure, battery charge, low fuel, parking brake engaged, PTO engaged, PTO speed / over speed indicator and turn signal indicator, Wide angle mirrors-right and left hand-electrically adjustable,

Counterweight: Counterweight Kit: 2,800 pound front mounted counterweights with brackets, Grill Guard and Brush guard

Lighting: Headlights, taillights brake lights, 6 front and 6 rear work lights and amber beacon

Safety: Unit must be equipped to meet the latest State and Federal safety standards

Manuals: Parts and service manuals supplied at time of delivery.

Front end loader: Loader type: Mechanical self leveling
Bucket: 96" HD General Purpose with bolt on cutting edge

Track set: Soucy S-Tech 600GX Wide track (Set of 4) to include Dual wheel adapter (rear) or wedge lock hubs -10,foot 6-way Hyd Soucy Blade system with a spring trip cutting edge.
Full push frame that bolts to the Soucy Track system at the rear axle.

Tool box: Yes, standard, lockable

Stone crusher: FAE model STC/DT150 with heavy duty teeth and two spare teeth

Option only: 60 month extended warranty will not be included in the award \$ 11,534.⁰⁰

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 6

STATE TREASURER AND STATE ACCOUNTS

State Leases

Section 6:35

6:35 State Leases. – The 10-year limitation does not apply to leases for state facility energy cost reduction projects pursuant to RSA 21-I:19-a through RSA 21-I:19-e, which shall be subject to the term limitation applicable to energy performance contracts, as defined therein. The treasurer may establish financing criteria to be met by any state agency or department before entering into leases for equipment. In no instance shall the term of such lease exceed 10 years. For purposes of this section "leases" shall include lease-purchase, sale and lease back, installment sale, or other similar agreements entered into by various agencies or departments to acquire such equipment from time to time for the agencies or departments; provided that funding for such equipment leases was specifically approved by the legislature in a budget. Payment obligations under any lease entered into under this section shall be subject to annual appropriation and shall not be treated as debt obligations of the state. Nothing in this chapter shall prohibit the treasurer from entering into financing agreements or executing any related documents, including any document creating or confirming any security interest retained by the seller or lessor of the equipment.

Source. 1996, 1:1. 2000, 276:8. 2008, 120:12, eff. Aug. 2, 2008.

NH State Treasury Agency Lease Questionnaire

In order to provide a brief overview of the asset and financing arrangement, the Department of Natural and Cultural Resources (DNCR) submits responses to the following items:

1. Has funding for the lease payments under consideration been specifically approved by the state legislature? Please provide a copy of the relevant excerpt from the biennial operating budget containing the line item for the appropriate accounting unit.

The Trails Bureau has an approved line item in their operating budget for equipment leases, 03-35-35-351510-35620000-022-500257. Appropriations are established under the authority of RSA 215-A:2.

2. Has the financing schedule been submitted to the Deputy State Treasurer for analysis and approval? If so, confirm rate found to be reasonable and that there are sufficient appropriations available to cover the lease payments. If not, what is the time frame for submission?

Yes. The State Treasurer has determined that the 3.22% IRR to the lender is reasonable and there is sufficient funding available in the Trails Bureau operating budget.

3. Have both the Department of Administrative Services (DAS) and the Attorney General's office (AGO) been notified so that they can conduct their reviews of the lease documentation? If so, please provide the contact information for those conducting the review at DAS and AGO. If not, what is the time frame for submission?

Yes, Jill Perlow, Assistant Attorney General at the AGO, and Gary Lunetta at DAS, have both reviewed and approved the lease agreement. Attorney Jill Perlow may be contacted at 603-271-0447; and Gary Lunetta may be contacted at 603-271-3606.

4. If an Escrow Agreement is involved, will it require a State bank account? Who will be the signatory(ies)? Please provide a brief summary of how the account will operate. Has Governor and Executive Council approval to open the State bank account been obtained? (attach appropriate documentation for the escrow agreement, if needed)


An Escrow Agreement has been submitted as part of this lease contract. An escrow account has been established by Signature Public Finance.

5. Does the lease agreement require filing of an IRS form 8038-G or 8038-GC? If so, has the Department provided to the State Treasury all information necessary to complete the required IRS forms, particularly the lease financing contract? Please note that the State Treasury will work with bond counsel to ensure filing of required IRS forms and will provide a copy of the completed and filed form to the Department

The agency has submitted to bond counsel the lease financing contract necessary to complete IRS Form 8038-G. Bond counsel will provide a signature copy of the form to the state treasurer who will sign off upon confirmation of G&C approval and return form to bond counsel for filing with the IRS.

Submitted by: Christopher S. Marino
Position Title/Agency: Administrator of Business Operations
Phone/Email: 603-271-2387/christopher.marino@dncr.nh.gov
Date: April 15, 2019

Reviewed/Approved:


William F. Dwyer
NH State Treasurer

4-15-19
Date

NH State Treasury Agency Lease Questionnaire

In order to provide a brief overview of the asset and financing arrangement, the Department of Natural and Cultural Resources (DNCR) submits responses to the following items:

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The Trails Bureau has an approved line item in their operating budget for equipment leases, 03-35-35-351510-35620000-022-500257. Appropriations are established under the authority of RSA 215-A:2.

2. Has the financing schedule been submitted to the Deputy State Treasurer for analysis and approval? If so, confirm rate found to be reasonable and that there are sufficient appropriations available to cover the lease payments. If not, what is the time frame for submission?

Yes. The State Treasurer has determined that the 3.22% IRR to the lender is reasonable and there is sufficient funding available in the Trails Bureau operating budget.

3. Have both the Department of Administrative Services (DAS) and the Attorney General's office (AGO) been notified so that they can conduct their reviews of the lease documentation? If so, please provide the contact information for those conducting the review at DAS and AGO. If not, what is the time frame for submission?

Yes, Jill Perlow, Assistant Attorney General at the AGO, and Gary Lunetta at DAS, have both reviewed and approved the lease agreement. Attorney Jill Perlow may be contacted at 603-271-0447; and Gary Lunetta may be contacted at 603-271-3606.

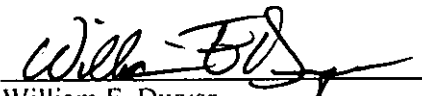
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The agency has submitted to bond counsel the lease financing contract necessary to complete IRS Form 8038-G. Bond counsel will provide a signature copy of the form to the state treasurer who will sign off upon confirmation of G&C approval and return form to bond counsel for filing with the IRS.

Submitted by: Christopher S. Marino
Position Title/Agency: Administrator of Business Operations
Phone/Email: 603-271-2387/christopher.marino@dncr.nh.gov
Date: April 15, 2019

Reviewed/Approved: 
William F. Dwyer
NH State Treasurer
4-15-19
Date

GL201 Date 03/26/19
Time 03:16

Statement of Appropriations by Office

Fiscal Year 2019

Periods From 1 to 9 Page 77
Period Beg 07/01/18 End 03/31/19

Company 8010 General Fund
Agency 813 NATURAL & CULT RESOURCES DEPT
Organization 1562 TRAIL ACQUISITION

BUR/DIV 1515 PARKS AND RECREATION
Sub-Org 881 TRAILS ACQUISITION
Acct Unit 15620800

Class	Appropriation	Est Revenue	Expenditures	Revenue	Encumbrances	Transfers	Lapsed	Bal Fwd	Available	Note
001	TRANSFERS FROM OTHER AGENCY 0.00	062,340.00-	0.00	29,426.00	0.00	0.00	0.00	942,171.71	109,259.71	0.00
020	CURRENT EXPENSES 236,000.00	0.00	9,101.60-	0.00	14,507.50-	0.00	0.00	51,273.34	263,644.34	.00
022	ACQUISITION OF CAPITAL ASSETS 159,348.00	0.00	77,000.00-	0.00	2,000.00-	0.00	0.00	2,222.00	122,026.00	0.00
030	EQUIPMENT NEW REPLACEMENT 117,000.00	0.00	0.00	0.00	6.00-	0.00	0.00	32,945.00	149,939.00	0.00
033	LAND ACQUISITION AND EASEMENTS 110,000.00	0.00	0.00	0.00	0.00	0.00	0.00	42,047.75	152,047.75	0.00
050	PERSONAL SERVICE TEMP APPOI 0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,930.94	6,930.94	0.00
060	RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	529.77	529.77	0.00
Sub-Org	062,340.00	062,340.00-	86,708.60-	29,426.00	16,513.50-	0.00	0.00	1,078,168.01	1,004,285.91	
Organization	062,340.00	062,340.00-	86,708.60-	29,426.00	16,513.50-	0.00	0.00	1,078,168.01	1,004,285.91	

TRAILS GROOMER

<u>date</u>	<u>funding</u>	<u>payment</u>	<u>interest</u>	<u>principal</u>	<u>balance</u>
4/18/2019	327,083.00				327,083.00
4/18/2020		88,457.57	10,532.06	77,925.51	249,157.49
4/18/2021		88,457.57	8,022.87	80,434.70	168,722.79
4/18/2022		88,457.57	5,432.87	83,024.70	85,698.09
4/18/2023		88,457.57	2,759.48	85,698.09	-
	327,083.00	353,830.28	26,747.28	327,083.00	

4/18/2019	327,083.00
4/18/2020	(88,457.57)
4/18/2021	(88,457.57)
4/18/2022	(88,457.57)
4/18/2023	(88,457.57)
	3.22% IRR

TITLE I
THE STATE AND ITS GOVERNMENT

CHAPTER 21-I
DEPARTMENT OF ADMINISTRATIVE SERVICES

Fleet Efficiency and Redistribution

Section 21-I:19-j

21-I:19-j Agreements to Lease-Purchase Vehicles Authorized. – Any agency, as defined in RSA 21-G:5, III, may, with the prior written approval of the department of administrative services, enter into an agreement to rent, lease, or lease-purchase vehicles from any outside vendor, or to rent or lease vehicles from any other state agency or department.

Source. 2017, 156:92, eff. July 1, 2017.

Marino, Christopher

From: Lunetta, Gary
Sent: Wednesday, March 27, 2019 8:23 AM
To: Marino, Christopher
Cc: Merrifield, Tara J; Lavoie, Leanne; Bill Dwyer (bdwyer@treasury.state.nh.us); Miller, Rachel; Merrifield, Tara J
Subject: RE: DNCR Equipment leases

Good morning Chris,

I hope this finds you well. This request is approved contingent upon Treasury approval.

If you have any questions feel free.

Have a good day!

Best,

Gary

Gary Lunetta

Director - Procurement and Support Services
Department of Administrative Services
State of New Hampshire
25 Capitol Street, Concord, NH 03301
(603) 271-3606
(603)271-7564 (Fax)
Email: Gary.Lunetta@NH.Gov
<https://das.nh.gov/purchasing>

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. This communication may contain material protected by law. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited and may be subject to criminal prosecution. If you have received this e-mail in error, please immediately notify me by telephone at 603-271-2201. You will be reimbursed for reasonable costs incurred in notifying us.

From: Marino, Christopher <Christopher.Marino@dncr.nh.gov>
Sent: Tuesday, March 26, 2019 9:30 AM
To: Lunetta, Gary <Gary.Lunetta@das.nh.gov>
Cc: Merrifield, Tara J <Tara.Merrifield@das.nh.gov>; Lavoie, Leanne <Leanne.Lavoie@dncr.nh.gov>
Subject: FW: DNCR Equipment leases
Importance: High

Hi Gary, We are seeking approval for 2 new equipment leases! Pursuant to RSA 21-I:19-j, starting in 2015, DAS also provides sign-off on such transactions.

Attached are the contracts, treasury questionnaires that have been sent to treasury and the justification/explanation exhibits for each explain need and use. Please let me know if you require anything else. Approval via email response will suffice.

As always, many thanks!

From: Marino, Christopher
Sent: Tuesday, March 26, 2019 9:21 AM
To: 'Perlow, Jill' <Jill.Perlow@doj.nh.gov>
Cc: Lavoie, Leanne <Leanne.Lavoie@dncr.nh.gov>
Subject: FW: DNCR Equipment leases

Jill,

Attached are two new lease contracts we are pursuing. I am forwarding to you now so you may review as I don't think Bill will sign off until he knows you have reviewed. G&C letters are also attached for your review as well. Finally, we will need your sign off on a letter of counsel but we ask that you sign the interim document until the AG can sign the actual one in the contract documents just as we have done for the previous ones. I have also attached the G&C letters for your preview.

As mentioned below, Target dates are to DAS for G&C submission by April 3 for G&C approval on April 17 and payment to the vendors on April 18.

Thanks!

From: Marino, Christopher
Sent: Tuesday, March 26, 2019 8:57 AM
To: Bill Dwyer <bdwyer@treasury.state.nh.us>; Miller, Rachel <rmiller@treasury.state.nh.us>
Cc: Lavoie, Leanne <Leanne.Lavoie@dncr.nh.gov>
Subject: DNCR Equipment leases

Hi Bill, Rachel,

We are seeking approval for two new equipment leases for the department! One is a new snowcat machine for Mt Washington and the other is for a trails bureau grooming machine. I have attached the contracts we have signed and the treasury questionnaire document we need you to approve if all is to your satisfaction. Please let me know if you need anything else!

Please also note that for each machine, the first payment will occur in fiscal year 2020 so I don't have an SOA unless you would like the current one. For Mt Washington, this is a revolving fund account that doesn't go through the normal budgetary process in any case.

Target dates are to DAS for G&C submission by April 3 for G&C approval on April 17 and payment to the vendors on April 18.

Thanks.

Christopher S. Marino
Business Operations

INDEX TO LEGAL DOCUMENTS
NON-BANK-QUALIFIED, APPROPRIATION-BASED
TAX-EXEMPT MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED DECEMBER 8, 2016 BY AND BETWEEN
SIGNATURE PUBLIC FUNDING CORP.
And
STATE OF NH – DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Lease Documents:

- | | |
|---------|--|
| Tab 1: | Master Equipment Lease-Purchase Agreement; On file |
| Tab 2: | Exhibit A - Equipment Schedule; |
| Tab 3: | Exhibit B - Acceptance Certificate; |
| Tab 4: | Exhibit C-1 - Insurance Coverage Request; |
| Tab 5: | Exhibit C-2 - Self-Insurance Rider (if applicable);
Exhibit C-3 - Questionnaire for Self Insurance (If applicable); |
| Tab 6: | Exhibit D - Essential Use Certificate; |
| Tab 7: | Exhibit E - Incumbency Certificate; |
| Tab 8: | Exhibit F - Form of Opinion of Lessee's Counsel; |
| Tab 9: | Exhibit G – Reserved; |
| Tab 10: | Exhibit H - Tax Certificate; |
| Tab 11: | Exhibit I – Escrow Deposit Agreement; |
| Tab 12: | Exhibit J: - Form of Sample Resolution of Lessee; |
| Tab 13: | UCC-1 - Financing Statement with attached Schedule A; |
| Tab 14: | Form 8038-G; |
| Tab 15: | Closing Memorandum/Payment Proceeds Direction; and |
| Tab 16: | Vendor Invoices, Purchase Agreement, |



**SIGNATURE
PUBLIC FUNDING**

EXHIBIT A: LEASE SCHEDULE

EQUIPMENT SCHEDULE 005 DATED MAY 1, 2019

This Equipment Schedule 005 dated as of May 1, 2019 ("Equipment Schedule") is made to and part of that certain Master Equipment Lease-Purchase Agreement dated as of December 8, 2016 (the "Master Agreement," and together with the Equipment Schedule, the "Lease"), and the terms, conditions and provisions of the Master Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules or if they are expressly superseded in this Equipment Schedule) are hereby incorporated into this Equipment Schedule by reference and made a part hereof. This Lease is a separate and individual instrument of lease.

1. DESCRIPTION OF THE EQUIPMENT:

Equipment shall consist of those units or items of equipment as set forth below and/or as may be accepted by the Lessee and financed hereunder, together with all embedded software, replacements, additions, attachments, substitutions, modifications, upgrades, and improvements thereto (collectively the "Equipment") pursuant to that "Vendor Contract" (as described below) between each respective "Vendor" and Lessee, which is and financed by this Lease.

Quantity	Equipment Description (with VIN and MSN)	Unit Cost	Total Cost	Vendor Name and Contract/Invoice	Location
1	2019 New Holland T7.190 Auto Command Tractor, Soucy S-tech 600GX Widetrack Track set FAE STC/DT150 Rock Crusher	\$327,083.00	\$327,083.00	BEAUREGARD Equipment, Inc.	Jericho Mountain State Park 298 Jericho Road, Berlin NH 03570
	TOTAL LEASE PROCEEDS:		\$327,083.00		

2. EQUIPMENT LOCATION: Jericho Mountain State Park 298 Jericho Road, Berlin NH 03570

3. PAYMENT SCHEDULE: The Rental Payments shall be made for the Equipment as follows:

PAYMENT NUMBER	DATE DUE	TOTAL RENTAL PAYMENT DUE	INTEREST COMPONENT	PRINCIPAL COMPONENT	PREPAYMENT PENALTY*
	5/1/2019	327,083.00			336,895.49
1	5/1/2020	88,457.57	10,532.07	77,925.50	256,632.22
2	5/1/2021	88,457.57	8,022.87	80,434.70	173,784.48
3	5/1/2022	88,457.57	5,432.87	83,024.70	88,269.04
4	5/1/2023	88,457.57	2,759.48	85,698.10	
		327,083.00	353,830.30	26,747.30	327,083.00

* Assumes that all rental payments and other amounts due on and prior to that date have been paid.

4. INTEREST RATE: 3.22 %

5. COMMENCEMENT DATE: May 1, 2019. Interest, if any, accruing from the Commencement Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Equipment Schedule.

6. SCHEDULED LEASE TERM: 4 Years.

7. OPTIONAL PREPAYMENT COMMENCEMENT DATE: May 1, 2019

8. FISCAL YEAR: Lessee's current Fiscal Year extends from July 1, 2018.

9. Lessee hereby represents, warrants, and covenants that (i) its representations, warranties, and covenants set forth in the Master Equipment Lease-Purchase Agreement (particularly Paragraph 7 thereof) are true and correct as though made on the date of execution of this Equipment Schedule, and (ii) sufficient funds have been appropriated by Lessee for the payment of all Rental Payments due under this Lease during Lessee's current Fiscal Year. Funds for making Rental Payments are expected to come from the General Fund of the Lessee.

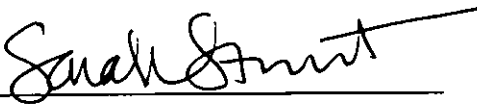
10. **ESSENTIAL USE:** The Equipment will be used by the following governmental agency department for the specific purpose of: performing snow grooming operations on Jericho Mountain State Park 298 Jericho Road, Berlin NH 03570. The Equipment is essential for the functioning of the Lessee and is immediately needed by the Lessee, and such need is neither temporary, nor expected to diminish during the Lease Term. The Equipment will not be used by the Lessee for a period in excess of the Lease Term.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS EQUIPMENT SCHEDULE AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE

STATE OF NH – DNCR,
as Lessee

SIGNATURE PUBLIC FUNDING CORP.,
as Lessor

By: 
Name: Sarah L. Stewart
Title: Commissioner

By: 
Name: Donald S. Keough
Title: Senior Managing Director

Counterpart No. 2 of four manually executed and serially numbered counterparts. To the extent that this Equipment Schedule constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under Schedule No. 005 dated as of May 1, 2019 (the "Schedule") to that certain Master Equipment Lease-Purchase Agreement dated as of December 8, 2016 (the "Master," and together with the Schedule, the "Lease"), acknowledges receipt in good condition those certain units of the Equipment described in the Lease and more specifically listed on Annex I hereto as of the Acceptance Date set forth below. Capitalized terms used herein without definition shall be given their meaning in the Lease.

1. The units of Equipment listed on Annex I hereto represent a portion of the Equipment listed on the Schedule and to be acquired under the Lease. By its execution hereto, the Lessee represents and warrants that: (1) the Equipment listed on Annex I hereto has been delivered, installed and accepted on the date hereof; and (2) it has conducted such inspection and/or testing of the Equipment listed on Annex I hereto as it deems necessary and appropriate and hereby acknowledges that it unconditionally and irrevocably accepts the Equipment listed in Annex I hereto for all purposes. Lessee confirms that it will commence or continue to make Rental Payments in accordance with the terms of the Lease. Copies of invoices, proof of payment (if applicable), reimbursement resolutions (if applicable), and purchase orders and/or agreement have been attached with Annex I hereto. As applicable, the following documents are attached hereto and made a part hereof: (a) Original Invoice(s) and (b) Copies of Certificate(s) of Ownership, MSOs, or Certificates of Title, designating Lessor as first position lienholder, and (c) any other evidence of filing or documents attached hereto

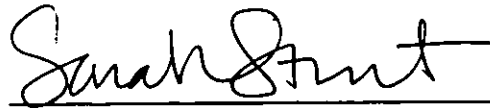
2. Lessee hereby certifies and represents to Lessor as follows: (i) the representations and warranties in the Lease are true and correct as of the Acceptance Date; (ii) the Equipment is covered by insurance in the types and amounts required by the Lease; (iii) no Event of Default or Non-Appropriation, as those terms are defined in the Lease, and no event that with the giving of notice or lapse of time or both, would become an Event of Default or a Non-Appropriation, has occurred and is continuing on the date hereof; and (iv) sufficient funds have been appropriated by Lessee for the payment of all Rental Payments due under the Lease during Lessee's current Fiscal Year.

3. Lessee hereby authorizes and directs Lessor to fund the acquisition cost of the Equipment by paying, or directing the payment by the Escrow Agent (if applicable) of, the invoice prices to the Vendor(s), in each case as set forth above, or by reimbursing Lessee in the event such invoice prices have been previously paid by Lessee.

IF REQUEST IS FINAL REQUEST, CHECK HERE 4. Final Acceptance Certificate. The undersigned hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Disbursement Requests previously filed by Lessee with Lessor constitute all of the Equipment subject to the Lease. Lessee certifies that upon payment in accordance with paragraph 3 above, or direction to the Escrow Agent (if applicable) to make payment, Lessor shall have fully and satisfactorily performed all of its covenants and obligations under the Lease.

Accepted and certified this 1st day of May 2019. ("Acceptance Date")

STATE OF NH - DNCR, as Lessee

By: 
Name: Sarah L Stewart
Title: Commissioner

ANNEX I TO ACCEPTANCE CERTIFICATE

Payee	Vendor/ Manufacturer	Invoice or PO No.	VIN or MSN	Equipment Description	Location	Cost
BEAUREGARD Equipment, Inc.				2019 NEW HOLLAND T7.190 AUTO COMMAND TRACTOR, SOUCY S- TECH 600GX WIDETRACK TRACK SET FAE STC/DT150 ROCK CRUSHER	JERICO MOUNTAIN STATE PARK 298 JERICO ROAD, BERLIN NH 03570	\$327,083.00

EXHIBIT C-1

INSURANCE CERTIFICATION

In connection with Equipment Schedule 005 dated May 1, 2019 to that certain Master Equipment Lease-Purchase Agreement dated December 8, 2016, STATE OF NH - DNCR, as lessee (the "Lessee") certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Name of Agent: State of New Hampshire
Contact Person: Jason Dexter
Address: 25 Capital St, Concord, NH 03301
Phone: 603-271-3180
E-mail: _____
to issue: _____

Liability Insurance. Lessee is self-insured with respect to Liability Coverage. Please refer to Exhibit C-2 and its attachment for self-insurance information.

Casualty Insurance. Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in the above-referenced Equipment Schedule in an amount not less than the greater of **\$336,895.49** or the full replacement cost of the Equipment. Such insurance shall be endorsed to name Signature Public Funding Corp., a wholly-owned subsidiary of Signature Bank, and its successors and assigns as loss payees with respect to such Equipment.

The required insurance should also be endorsed to give Signature Public Funding Corp. at least 30 days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of Signature Public Funding Corp. shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Proof of insurance coverage will be provided to Signature Public Funding Corp. prior to and/or commensurate with the May 1, 2019. Proof of coverage will be mailed to: Signature Public Funding Corp., Attn: Mike Furnari at 600 Washington Avenue, Suite 305, Towson, MD 21204 or sent via e-mail to mfurnari@signatureny.com.

Very truly yours,

STATE OF NH – DNCR, as Lessee

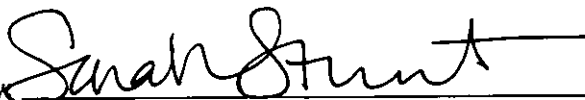
By 
Name: Sarah L Stewart
Title: Commissioner

EXHIBIT C-2

SELF-INSURANCE RIDER AND LESSOR CONSENT

May 1, 2019

Signature Public Funding Corp.
600 Washington Avenue, Suite 305
Towson, Maryland 21204

Re: Schedule No. 005 dated May 1, 2019 to that certain Master Equipment
Lease-Purchase Agreement dated December 8, 2016 (collectively, the "Lease")

In connection with the above-referenced Lease, STATE OF NH - DNCR, ~~as lessee~~ (the "Lessee") certifies that it participates in an actuarially sound self-insurance program for ~~property damage and~~ public liability risks. The Self-Insurance Questionnaire attached hereto is true and correct, and no Event of Default or Non-Appropriation, as such terms are defined in the Lease, has occurred and is continuing.


The following is attached (check all that apply):

- Letter from risk manager describing self-insurance program
- Other evidence of Lessee's participation in self-insurance program

Signature Public Funding Corp., as lessor (the "Lessor") agrees that the self-insurance program as described by Lessee in this Certificate and the attached Questionnaire and related documents is acceptable in lieu of the coverage for property damage and public liability risks required under the Lease, including §13 of the Master.

STATE OF NH - DNCR,
as Lessee

SIGNATURE PUBLIC FUNDING CORP.,
as Lessor

By: 
Name: Sarah L. Stewart
Title: Commissioner

By: 
Name: Donald S. Keough
Title: Senior Managing Director



STATE OF NEW HAMPSHIRE

Department of Administrative Services

RISK MANAGEMENT UNIT

State House Annex, Room 412
25 Capitol St., Concord NH 03301

Charles M. Arlinghaus
Commissioner

Joseph B. Bouchard
Assistant Commissioner

Catherine A. Keane
Deputy Commissioner

Joyce I. Pitman
Director, Risk & Benefits

February 28, 2019

RE: The State of New Hampshire's Self-Insurance Program and Automobile Liability Insurance Coverage

To Whom it May Concern:

The purpose of this letter is to describe the State of New Hampshire's self-insurance program and fleet liability insurance coverage. This letter may be presented to individuals requesting information about the State's general liability self-insurance program, workers' compensation self-insurance program, or automobile liability insurance coverage.

General Liability Self-Insurance Program

The State of New Hampshire (State) does not maintain liability insurance coverage for the general operations of its agencies. Instead, the State has elected to self-insure for general liability exposures. Any liability or costs incurred by the State arising from loss or damage to a third-party would be handled as a general obligation of the State. Per RSA 541-B:14, 1, all claims arising out of any single incident against any agency for damages in tort actions is limited to an award not to exceed \$475,000 per claimant and \$3,750,000 per any single incident.

Automobile Liability Insurance Coverage

The State maintains automobile liability coverage through Chubb Insurance. The policy provides liability limits for bodily injury coverage of \$250,000 per person/\$500,000 per accident and property damage coverage of \$100,000 per accident.

Workers' Compensation Self-Insurance Program

All State employees are covered under the State's self-funded workers' compensation program. The State's third party administrator for workers' compensation claims is Cross Insurance TPA, Inc., with contract effective dates of July 1, 2015 through July 1, 2020.

Please do not hesitate to contact me at (603) 271-3180 if you have any questions concerning this letter.

By: 
Name: Jason Dexter
Title: Deputy Director, Risk & Benefits

EXHIBIT C-3

**QUESTIONNAIRE FOR SELF-INSURANCE TO
SELF-INSURANCE RIDER AND LESSOR CONSENT**

To and part of that Self-Insurance Rider and Lessor Consent to Equipment Schedule No. 005 dated as of May 1, 2019 to that certain the Master Lease Agreement dated December 8, 2016 (collectively, the "Lease"). Attached hereto are copies of a self-insurance insurance letter with respect to the liability coverage maintained by Lessee.

EXHIBIT D

ESSENTIAL USE CERTIFICATE

May 1, 2019

Signature Public Funding Corp.
600 Washington Avenue, Suite 305
Towson, Maryland 21204

Re: Equipment Schedule No. 005 dated May 1, 2019 to that certain
Master Equipment Lease-Purchase Agreement dated December 8, 2016

I, Sarah L Stewart, appointed, Commissioner of the STATE OF NH – DNCR, as lessee (the “*Lessee*”), is qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Lease Agreement:

1. **What is the specific use of the Equipment?**

The New Holland T7 will be used to rebuild and maintain summer OHRV trails and also will be used as a winter snowmobile trail grooming unit. The tractor has the ability to access most of our remote trails to perform surfacing work and will greatly improve public trails on state, municipal and private properties.

2. **What increased capabilities will the Equipment provide?**

This unit will allow us to create gravel on-site instead of having to truck it to remote locations. The rock crushing unit has been tested in Jericho Mountain State Park and found to be very effective at superior trail surfacing, when compared to trucking in gravel from off-site locations.

3. **Why is the Equipment essential to your ability to deliver governmental services?**

The Trails Bureau is responsible to maintain trails for year-round recreational opportunities. Previously the Bureau would have needed 2 machines to work on summer and winter trails. This unit, with attachments and additions, can work 12 months of the year and can perform actions that we have not found in other equipment. The rock crushing unit is not common to find at work in this region and we have tested it and found it would be ideal for our needs. Machinery such as this New Holland T7 with rock crusher and winter track set is absolutely necessary for the staff to continue our obligations to provide the needed maintenance, repair and operation of the year-round recreational trail facilities that serve residents and visitors of NH.

4. **Does the Equipment replace existing equipment?**

This tractor is replacing a Tucker Sno-Cat winter grooming tractor.

5. **Why did you choose this specific Equipment?**

The New Holland T7 was selected by competitive bid through the Bureau of Purchase and Property. The agency set its minimum specifications through the normal bid process and several vendors bid on it. The New Holland T7 and John Deere 6155R tractors both met the requirements. The New Holland T7 was selected based on it being a low price bid.

6. **For how many years do you expect to utilize the Equipment?**

We would anticipate to be operating this equipment for 12-15 years before it would need to be replaced.

STATE OF NH - DNCR, as Lessee

By: 

Name: Sarah L Stewart

Title: Commissioner


EXHIBIT E

INCUMBENCY CERTIFICATE

I, Christopher S. Marino, do hereby certify that I am the CFO of the STATE OF NH-DNCR, which is an agency duly established and validly existing as a political subdivision of the State under the Constitution and laws of the State, and that I have custody of the records of such entity.


I hereby certify that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the State holding the offices set forth opposite their respective names. I further certify that:

- (i) The signatures set opposite their respective names and titles are their true and authentic signatures, and
- (ii) Such officers have the authority on behalf of such entity to:
 - a. Enter into that certain Equipment Schedule No. 005 dated May 1, 2019 to that certain Master Equipment Lease-Purchase Agreement dated December 8, 2016 (collectively, the "Lease Agreement"), between the STATE OF NH, DNCR and Signature Public Funding Corp., as lessor, and
 - b. Enter into that certain Escrow Deposit Agreement dated May 1, 2019 (the "Escrow Agreement"); and
 - c. Execute Certificates of Acceptance, Disbursement Request Forms, and all other certificates documents, and agreements relating to the Lease Agreement and Escrow Deposit Agreement.

NAME	TITLE	SIGNATURE
Sarah L Stewart	Commissioner	
		<hr/>

IN WITNESS WHEREOF, I have duly executed this Certificate on behalf of the STATE OF NH-DNCR.

May 1, 2019



Christopher S. Marino, CFO

EXHIBIT F

OPINION OF LESSEE'S COUNSEL

May 1, 2019

Signature Public Funding Corp.
600 Washington Avenue, Suite 305
Towson, Maryland 21204

Re: Equipment Schedule No. 005 dated May 1, 2019 to that certain
Master Equipment Lease-Purchase Agreement dated December 8, 2016

Ladies and Gentlemen:

As counsel to the State of New Hampshire, Department of Natural and Cultural Resources (the "*Lessee*"), I have examined the Master Equipment Lease-Purchase Agreement dated December 8, 2016 and Equipment Schedule No. 005 thereto dated May 1, 2019 (collectively, the "*Lease Agreement*"), between the Lessee and Signature Public Funding Corp., as lessor ("*Lessor*"), the Disbursement Request Form and Certificate of Acceptance (collectively, the "*Transaction Documents*"), and the proceedings taken by the Governing Body of the Lessee to authorize on behalf of the Lessee the execution and delivery of the Lease Agreement and various certificates delivered in connection therewith. Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. The Lessee is a State Department, which is a body corporate & politic duly established and validly existing as a political subdivision of the State of NH under the Constitution and laws of the State of NH with full power and authority to enter into the Transaction Documents.

2. The Transaction Documents have each been duly authorized, executed, and delivered by the Lessee and are in full compliance with all local, state and federal laws. Assuming due authorization, execution and delivery thereof by Lessor, the Transaction Documents constitute legal, valid, and binding obligations of the Lessee, enforceable against the Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally. The execution of the Transaction Documents and the appropriation of monies due under the Lease Agreement will not result in the violation of any constitutional, statutory or limitation relating to the manner, form or amount of indebtedness which may be incurred by the Lessee.

3. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery, or performance by the Lessee of the Transaction Documents or in any way to contest the validity of the Transaction Documents, to contest or question the creation or existence of the Lessee or the governing body of the Lessee or the authority or ability of the Lessee to execute or deliver the Transaction Documents or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin the Lessee from annually appropriating sufficient funds to pay the rental payments or other amounts contemplated by the Lease Agreement. The entering into and performance of the Transaction Documents do not and will not violate any judgment, order, law, or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the Lessee or on the Equipment (as such term is defined in the Lease Agreement) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which the Lessee is a party or by which it or its assets may be bound.

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease Agreement.

Respectfully submitted,

State of New Hampshire Attorney General

EXHIBIT G
BANK-QUALIFIED DESIGNATION
RESERVED

EXHIBIT H

TAX & ARBITRAGE CERTIFICATE

Dated: May 1, 2019

The following certificate is delivered in connection with the execution and delivery of Equipment Schedule No. 005 dated May 1, 2019 to that certain Master Equipment Lease-Purchase Agreement dated December 8, 2016 (collectively, the "Lease Agreement"), entered into between the STATE OF NH-DNCR (the "Lessee") and Signature Public Funding Corp. (the "Lessor"). Capitalized terms used herein have the meanings defined in the Lease Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Equipment Schedule executed under the Agreement (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply \$327,083.00 (the "Principal Amount") toward the acquisition of the Equipment and closing costs, and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by Signature Bank, as escrow agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of May 1, 2019 (the "Escrow Agreement"), by and between Lessor and Escrow Agent.

1.4 Lessee will timely file for each payment schedule issued under the Lease a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than \$100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1 It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the Vendors or manufacturers thereof or for any financial advisory or closing costs, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by October 1, 2019, but not later than October 1, 2020 .

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Financing Documents or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents.

(c) Lessee hereby covenants that (i) Lessee is a governmental unit with general tax powers; (ii) the Lease is not a "private activity bond" under Section 141 of the Code; and (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee.

Section 5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the Vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment. Lessee acknowledges that the provisions of Sections 2 and 4 herein are particularly applicable when the Principal Amount is funded into an Escrow Fund subject to the Escrow Agreement.

Section 6. No Private Use; No Consumer Loan.

6.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

6.2. In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph

6.3. "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

6.4. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Miscellaneous.

8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.

8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

8.4. The Lessee confirms and acknowledges that its true and correct tax identification number is: 02-6000618 and full, true and correct legal name is "STATE OF NH - DNCR." Lessee confirms that it is located in County of Merrimack, State of NH.

8.5. The Lessee has adopted, by resolution, separate written procedures regarding ongoing compliance with federal tax requirements necessary to keep, ensure and maintain the interest portions of the Rental Payments under the Financing Documents as excluded from Lessor's gross income for federal income tax purposes, and will, on an annual basis, conduct an audit of the Financing Documents to ensure compliance with such procedures.

IN WITNESS WHEREOF, this Tax & Arbitrage Certificate has been executed on behalf of Lessee as of May 1, 2019.

STATE OF NH - DPCR

By 

Name: Sarah L Stewart

Title: Commissioner

EXHIBIT I

ESCROW DEPOSIT AGREEMENT

This **ESCROW DEPOSIT AGREEMENT** (this "Agreement") dated as of this 1st day of May 2019 by and among **SIGNATURE PUBLIC FUNDING CORP.** ("Lessor"), a New York corporation, having its primary address at 600 Washington Avenue, Suite 305, Towson, Maryland 21204, **STATE OF NH - DEPARTMENT OF NATURAL AND CULTURAL RESOURCES** ("Lessee"), a political subdivision of the State of New Hampshire, having its primary office at 172 Pembroke Road, Concord, NH 03301, and **SIGNATURE BANK** (the "Escrow Agent"), a New York state-chartered commercial bank and having an office at Signature Bank, 75 Holly Hill Lane, Greenwich, CT 06830.

W I T N E S S E T H:

WHEREAS, Lessee and Lessor have entered into that certain Equipment Schedule Nos 004, 005, 006 dated as of May 1, 2019 to that certain Master Equipment Lease Purchase Agreement dated as of December 8, 2016 (collectively and together with all other documents, certificates, exhibits and related documentation therewith, collectively, the "Lease"); and

WHEREAS, the Lessor has made a loan to Lessee in the form of "Lease Proceeds," which are to be used to pay various costs associated with the Lease and to acquire certain items of Equipment (as such term is defined in the Lease); and

WHEREAS, Lessor and Lessee have agreed that all or a portion of the Lease Proceeds shall be held in escrow upon certain terms and conditions; and

WHEREAS, Lessor and Lessee appoint the Escrow Agent as escrow agent of such escrow subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Escrow Agent accepts such appointment as escrow agent subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. Delivery of Escrow Funds.

(a) Upon execution of the Lease and delivery of all documents and completion of all conditions precedent in the Lease, the Lessor will deliver, or shall cause to be delivered, to the Escrow Agent checks, internal transfers or wire transfers equal to the Initial Deposit Amount (as set forth on Schedule A hereto) and made payable to "STATE OF NH - DEPARTMENT OF NATURAL AND CULTURAL RESOURCES, Signature Bank as Escrow Agent" for the benefit of Lessor and Lessee to be held in an account at Signature Bank entitled "STATE OF NH - DEPARTMENT OF NATURAL AND CULTURAL RESOURCES Equipment Schedule 004, 005, 006, Signature Bank, as Escrow Agent" having ABA No. 026013576, Account No. _____ (the "Escrow Account").

(b) The Initial Deposit Amount that consists of good and indefeasible collected funds that are deposited into the Escrow Account is referred to as the "Escrow Funds." The Escrow Funds shall be

maintained and collateralized by the Escrow Agent in accordance with the written instructions provided by the Lessee and Lessor as more fully set forth on Schedule C hereto, which Lessee represents and warrants is in accordance with all applicable laws, regulations, and rules.

(c) The Escrow Agent shall have no duty or responsibility to enforce the collection or demand payment of these checks or any other funds delivered to Escrow Agent for deposit into the Escrow Account. If, for any reason, these checks or any other funds deposited into the Escrow Account shall be returned unpaid to the Escrow Agent, the sole duty of the Escrow Agent shall be to advise Lessor and Lessee promptly thereof and return check in the manner directed in writing by Lessor and Lessee.

2. Release of Escrow Funds. (a) The Escrow Funds shall be paid by the Escrow Agent in accordance with the instructions, in form and substance satisfactory to the Escrow Agent, received from Lessor and Lessee, in all cases subject to Lessor approval and subject to delivery of those items set forth in Section 2(b) herein, or in accordance with Lessor's instructions delivered pursuant to Section 6 herein, or in absence of such instructions in accordance with the order of a court of competent jurisdiction. The Escrow Agent shall not be required to pay any uncollected funds or any funds that are not available for withdrawal. The Escrow Agent may act in reliance upon any instructions, court orders, notices, certifications, demands, consents, authorizations, receipts, powers of attorney or other writings delivered to it without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment or order. The Escrow Agent may act in reliance upon any signature believed by it to be genuine, and may assume that such person has been properly authorized to do so.

(b) Upon receipt of a Payment Request Form (in substantially the form as set forth on Schedule B hereto) executed by Lessor and Lessee, an amount equal to the Acquisition Cost as shown therein shall be paid directly by Escrow Agent to the person or entity entitled to payment as specified therein. Although the Payment Request Form may have schedules, invoices and other supporting document attached to it, Lessor will send to Escrow Agent only the page or pages showing the signatures of Lessor and Lessee, the Acquisition Cost and related payment information, without such schedules, invoices or other supporting documentation. Escrow Agent may act and rely upon the signed Payment Request Form without the need to review or verify any such schedules, invoices or other supporting documentation.

3. Acceptance by Escrow Agent. The Escrow Agent hereby accepts and agrees to perform its obligations hereunder, provided that:

(a) Upon execution of this Agreement, Lessor shall execute and deliver to Escrow Agent Schedule A-1 hereto and Lessee shall execute and deliver to Escrow Agent Schedule A-2 (together with Schedule A-1, each a "Certificate") hereto, for the purpose of (i) establishing the identity of each respective authorized representative(s) of Lessor and Lessee entitled to singly initiate and/or confirm disbursement instructions to Escrow Agent on behalf of each such party and (ii) providing standing wire instructions for each of Lessor and Lessee to be used for disbursements to said party. The Escrow Agent may act in reliance upon any signature on each Certificate believed by it to be genuine, and may assume that any person who has been designated by Lessor and Lessee to give any written instructions, notice or receipt, or make any statements in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall have no duty to make inquiry as to the genuineness, accuracy or validity of any statements or instructions or any signatures on statements or instructions, including but not limited to, those contained on each Certificate. Lessor and Lessee may update their respective Certificate by executing and delivering to the Escrow Agent an updated Certificate substantially in the form attached hereto as Schedule A-1 and/or Schedule A-2. Until such time as Escrow Agent shall receive an updated Certificate, Escrow Agent shall be fully protected in relying without inquiry on the current Certificate on file with Escrow Agent.

(b) The Escrow Agent may seek confirmation of disbursement instructions by telephone call back to one of the authorized representatives set forth on each Certificate, and the Escrow Agent may rely upon the confirmations of anyone purporting to be the person(s) so designated. To ensure the accuracy of the instruction it receives, the Escrow Agent may record such call back. If the Escrow Agent is unable to verify the instruction, or is not satisfied in its sole discretion with the verification it receives, it will not execute the instruction until all issues have been resolved to its satisfaction. Lessor and Lessee agree that the foregoing procedures constitute commercially reasonable security procedures. Escrow Agent further agrees not to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Agreement) from any party inconsistent with the foregoing.

(c) The Escrow Agent may act relative hereto in reliance upon advice of counsel in reference to any matter connected herewith. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or law, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.

(d) Lessor and Lessee, jointly and severally, agree to indemnify, release, and hold the Escrow Agent harmless from and against any and all claims, losses, costs, liabilities, damages, suits, demands, judgments or expenses, including, but not limited to, attorney's fees, costs and disbursements, (collectively "Claims") claimed against or incurred by Escrow Agent arising out of or related, directly or indirectly, to the Escrow Agreement and the Escrow Agent's performance hereunder or in connection herewith, except to the extent such Claims arise from Escrow Agent's willful misconduct or gross negligence as adjudicated by a court of competent jurisdiction.

(e) In the event of any disagreement between or among Lessor and Lessee, or between any of them and any other person, resulting in adverse claims or demands being made to Escrow Agent in connection with the Escrow Account, or in the event that the Escrow Agent, in good faith, be in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not become liable in any way or to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons, and the Escrow Agent shall have been notified thereof in writing signed by all such persons. The Escrow Agent shall have the option, after thirty (30) days' notice to Lessor and Lessee of its intention to do so, to file an action in interpleader requiring the parties to answer and litigate any claims and rights among themselves. The rights of the Escrow Agent under this section are cumulative of all other rights which it may have by law or otherwise.

(f) In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder, the Escrow Agent shall be entitled to (i) refrain from taking any action other than to keep safely the Escrow Funds until it shall be directed otherwise by a court of competent jurisdiction, or (ii) deliver the Escrow Funds to a court of competent jurisdiction.

(g) The Escrow Agent shall have no duty, responsibility or obligation to interpret or enforce the terms of any agreement other than Escrow Agent's obligations hereunder, and the Escrow Agent shall not be required to make a request that any monies be delivered to the Escrow Account, it being agreed that the sole duties and responsibilities of the Escrow Agent shall be to the extent not prohibited by applicable law (i) to accept checks or other instruments for the payment of money delivered to the Escrow Agent for the Escrow Account and deposit said checks or instruments into the Escrow Account, and (ii) disburse or refrain from disbursing the Escrow Funds as stated herein, provided that the checks or

instruments received by the Escrow Agent have been collected and are available for withdrawal.

4. Escrow Account Statements and Information. The Escrow Agent agrees to send to the Lessee and/or the Lessor a copy of the Escrow Account periodic statement, upon request in accordance with the Escrow Agent's regular practices for providing account statements to its non-escrow clients and to also provide the Lessee and/or Lessor, or their designee, upon request other deposit account information, including Account balances, by telephone or by computer communication, to the extent practicable. The Lessee and Lessor agree to complete and sign all forms or agreements required by the Escrow Agent for that purpose. The Lessee and Lessor each consents to the Escrow Agent's release of such Account information to any of the individuals designated by Lessee or Lessor, which designation has been signed in accordance with Section 3(a) by any of the persons in Schedule A-1 and Schedule A-2. Further, the Lessee and Lessor have an option to receive e-mail notification of incoming and outgoing wire transfers. If this e-mail notification service is requested and subsequently approved by the Escrow Agent, the Lessee and Lessor agrees to provide a valid e-mail address and other information necessary to set-up this service and sign all forms and agreements required for such service. The Lessee and Lessor each consents to the Escrow Agent's release of wire transfer information to the designated e-mail address(es). The Escrow Agent's liability for failure to comply with this section shall not exceed the cost of providing such information.

5. Resignation and Termination of the Escrow Agent. The Escrow Agent may resign at any time by giving thirty (30) days' prior written notice of such resignation to Lessor and Lessee. Upon providing such notice, the Escrow Agent shall have no further obligation hereunder except to hold the Escrow Funds that it has received as of the date on which it provided the notice of resignation as depository. In such event, the Escrow Agent shall not take any action until Lessor and Lessee jointly designate a banking corporation, trust company, attorney or other person as successor escrow agent. Upon receipt of such written instructions signed by Lessor and Lessee, the Escrow Agent shall promptly deliver the Escrow Funds, net of any outstanding charges, to such successor escrow agent and shall thereafter have no further obligations hereunder. If such instructions are not received within thirty (30) days following the effective date of such resignation, then the Escrow Agent may deposit the Escrow Funds and any other amounts held by it pursuant to this Agreement with a clerk of a court of competent jurisdiction pending the appointment of a successor escrow agent. In either case provided for in this section, the Escrow Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to the Escrow Funds.

6. Termination.

(a) Lessor and Lessee may terminate the appointment of the Escrow Agent hereunder upon a joint written notice to Escrow Agent specifying the date upon which such termination shall take effect. In the event of such termination, Lessor and Lessee shall, within thirty (30) days of such notice, jointly appoint a successor escrow agent and the Escrow Agent shall, upon receipt of written instructions signed by both Lessor and Lessee, turn over to such successor escrow agent all of the Escrow Funds; provided, however, that if Lessor and Lessee fail to appoint a successor escrow agent within such thirty (30)-day period, such termination notice shall be null and void and the Escrow Agent shall continue to be bound by all of the provisions hereof. Upon receipt of the Escrow Funds, the successor escrow agent shall become the Escrow Agent hereunder and shall be bound by all of the provisions hereof and the Escrow Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to the Escrow Funds.

(b) The Escrow Account shall be terminated on the "Termination Date," which shall be the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the "Anticipated Closing Date" (as such term is defined on Schedule A hereto), or (iii) unilateral written notice given by Lessor of the

occurrence of a default, Event of Default (as such term is defined in the Lease), Non-Appropriation (as such term is defined in the Lease) or any other termination of the Lease which results in Lessor being paid less than the Prepayment Price (as such term is defined in the Lease).

(c) Unless all of the Escrow Funds deposited by Lessor in the Escrow Account have been previously disbursed pursuant to Section 2 herein, on the Termination Date, Escrow Agent shall pay upon written direction from Lessor all remaining moneys in the Escrow Account to Lessor or its assignee for application to the Prepayment Price, including any fees, interest or premium included in the definition thereof as found in the related Lease. If any Prepayment Price does not contain a premium or penalty and this Agreement and the Escrow Account is terminated pursuant to Section 6(b) herein, then any amounts paid pursuant to this Section 6(c) shall be subject to a prepayment fee equal to three percent (3%) of such amount. Lessor shall apply amounts received under this Section 6 first to unpaid fees, late charges and collection costs, if any, which have accrued or been incurred under the Lease, then to overdue Principal and Interest on the Lease and then, in the sole discretion of Lessor, either (i) to the Prepayment Price due under the Lease in the inverse order of all respective principal maturities, or (ii) proportionately to each Principal payment thereafter due under the Lease. In the event that Lessor elects to apply any such amounts in accordance with clause (i) of the preceding sentence, Lessee shall continue to make Rental Payments as scheduled in the applicable Payment Schedule. In the event that Lessor elects to apply such amounts in accordance with clause (ii) of this Section 6(c), Lessor shall provide Lessee with a revised Payment Schedule which shall reflect the revised Principal balance and reduced Rental Payments due under the Lease. Capitalized terms used in this Section 6, but not defined herein, shall have the meanings given to such terms in the Lease. Escrow Agent shall have no responsibility to see to the appropriate application of any moneys returned under this Section 6.

7. Investment.

(a) If the non-interest bearing account option is selected in Schedule A hereto, all Escrow Funds received by the Escrow Agent shall be held only in non-interest bearing bank accounts at Escrow Agent.

(b) If the interest-bearing account option is selected in Schedule A hereto, the Escrow Fund shall be invested in Signature Bank's Monogram Insured Money Market Deposit Account for Business. Lessee agrees and represents to the Escrow Agent that any interest or other income earned on the Escrow Account shall for the purposes of reporting such income to the appropriate taxing authorities be deemed to be earned by the Lessee.

(c) The following provisions are applicable regardless of whether an interest-bearing or non-interest bearing account is elected. The Lessee represents that it is a US person as that term is defined by IRS. The Lessee agrees to provide the Escrow Agent with a certified tax identification number by signing and returning a Form W-9 to the Escrow Agent upon execution of this Escrow Agreement. The Lessee understands that, in the event the Lessee's tax identification number is incorrect or is not certified to the Escrow Agent, the Internal Revenue Code, as amended from time to time, may require withholding of a portion of any interest or other income earned on the Escrow Funds. The Lessee agrees to assume any and all obligations imposed, now or hereafter, by the applicable tax law and/or applicable taxing authorities, with respect to any interest or other income earned on the Escrow Funds and to indemnify and hold the Escrow Agent harmless from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against the Escrow Agent in connection with or relating to any payment made or other activities performed under the terms of this Agreement, including without limitation any liability for the withholding or deduction of (or the failure to withhold or deduct) the same, and any liability for the failure to obtain proper certifications or to report properly to governmental authorities in connection with

this Agreement, including costs and expenses (including reasonable legal fees and expenses) interest and penalties, in each such case to the extent applicable to, or arising in respect of, the interest earned on the Escrow Account, unless such liability is caused by the Escrow Agent's gross negligence or willful misconduct. The foregoing indemnification and agreement to hold harmless shall survive the termination of this Agreement.

8. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account, the Escrow Funds, and all investments, cash, securities, and proceeds thereof are being irrevocably held by Escrow Agent for the benefit of the Lessee and Lessor subject to disbursement or return solely as set forth herein. In addition to the foregoing and should Lessor's interest in the Lease Proceeds be invalidated, illegal or challenged in any fashion, Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account and Escrow Funds, and all cash, securities, investments and proceeds thereof that may, from time to time, be held in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and held for the benefit of Lessor and Lessee subject to the express terms and conditions of this Agreement. Notwithstanding the grant and conveyance of a lien and security interest in favor of the Lessor and solely with respect to Claims, Fees or other actual and out-of-pocket costs that have not been previously reimbursed, Escrow Agent is hereby granted a security interest in and a lien upon the Escrow Account and Escrow Funds, which security interest and lien shall be prior to all other security interests, liens or claims against the Escrow Account, Escrow Funds, or any part thereof. The Escrow Account and Escrow Funds shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee or Escrow Agent (other than Lessor's and Escrow Agent's respective security interests granted hereunder).

9. Compensation. The Escrow Agent shall be entitled, for the duties to be performed by it hereunder, to a one-time "Set-Up Fee," if any, as set forth on Schedule A hereto, which fee shall be paid by Lessor or Lessee upon the signing of this Agreement. In addition, Lessor and Lessee shall be obligated to reimburse Escrow Agent for all fees, costs and expenses incurred or that becomes due in connection with this Agreement or the Escrow Account, including reasonable attorney's fees (collectively, and together with the Set-Up Fee, "Fees"). Neither the modification, cancellation, termination or rescission of this Agreement nor the resignation or termination of the Escrow Agent shall affect the right of the Escrow Agent to retain the amount of any fee which has been paid, or to be reimbursed or paid any amount which has been incurred or becomes due, prior to the effective date of any such modification, cancellation, termination, resignation or rescission. To the extent the Escrow Agent has incurred any such expenses, or any such fee becomes due, prior to or commensurate with the Termination Date, the Escrow Agent shall advise the Lessee and Lessor and the Lessee and Lessor shall direct all such amounts to be paid directly to Escrow Agent prior to any distribution of funds set forth in Section 6 herein

10. Regulatory Compliance.

(a) Lessee and Lessor agree to observe and comply, to the extent applicable, with all anti-money laundering laws, rules and regulations including, without limitation, regulations issued by the Office of Foreign Assets Control of the United States Department of Treasury and the Financial Crimes Enforcement Network of the U.S. Department of Treasury.

(b) Lessee and Lessor shall provide to the Escrow Agent such information as the Escrow Agent may require to enable the Escrow Agent to comply with its obligations under the Bank Secrecy Act of 1970, as amended ("BSA"), or any regulations enacted pursuant to the BSA or any regulations, guidance, supervisory directive or order of the New York State Department of Financial Services or Federal Deposit Insurance Corporation. The Escrow Agent shall not make any payment of all or any

portion of the Escrow Funds to any person unless and until such person has provided to the Escrow Agent such documents as the Escrow Agent may require to enable the Escrow Agent to comply with its obligations under the BSA.

(c) To help the United States government fight funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When an account is opened and from time to time as required by the Escrow Agent's internal policies and procedures, the Escrow Agent shall be entitled to ask for such information that will allow the Escrow Agent to identify relevant parties. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Escrow Agent may ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The Parties acknowledge that a portion of the identifying information set forth herein is being requested by the Escrow Agent in connection with Title III of the USA Patriot Act, Pub.L. 107-56 (the "Act"), and Lessee and Lessor each agrees to provide any additional information requested by the Escrow Agent in its sole discretion in connection with the Act or any other legislation, regulation, regulatory order or published guidance to which the Escrow Agent is subject, in a timely manner.

11. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if sent by hand-delivery, by facsimile followed by first-class mail, by nationally recognized overnight courier service or by prepaid registered or certified mail, return receipt requested, to the addresses set forth below.

If to Lessor:

Signature Public Funding Corp.
600 Washington Avenue, Suite 305
Towson, Maryland 21204
Attention: Donald Keough
E-mail Address: DKeough@signatureny.com
Fax No: (646) 927-4005

If to Lessee:

STATE OF NH – DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
172 Pembroke Road
Concord, NH 03301
Attention: Sarah L Stewart, Commissioner
Fax No.: 603-271-2629

If to Escrow Agent:

Signature Bank
75 Holly Hill Lane
Greenwich, CT 06830
Attention: Thomas Mooney, Group Director and Senior Vice President
Fax No.: 646-660-4272

12. General.

(a) This Agreement shall be governed by and construed and enforced in accordance with the

laws of the State of New York applicable to agreements made and to be entirely performed within such State, without regard to choice of law principles, and any action brought hereunder shall be brought in the courts of the State of New York, located in New York County. Each party hereto irrevocably waives any objection on the grounds of venue, forum nonconveniens or any similar grounds and irrevocably consents to service of process by mail or in any manner permitted by applicable law and consents to the jurisdiction of said courts. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

(b) This Agreement sets forth the entire agreement and understanding of the parties in respect to the matters contained herein and supersedes all prior agreements, arrangements and understandings relating thereto.

(c) All of the terms and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto, as well as their respective successors and assigns.

(d) This Agreement may be amended, modified, superseded or canceled, and any of the terms or conditions hereof may be waived, only by a written instrument executed by each party hereto or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver of any party of any condition, or of the breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term of this Agreement. No party may assign any rights, duties or obligations hereunder unless all other parties have given their prior written consent.

(e) If any provision included in this Agreement proves to be invalid or unenforceable, it shall not affect the validity of the remaining provisions.


(f) This Agreement and any modification or amendment of this Agreement may be executed in several counterparts or by separate instruments and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto.

13. Form of Signature. The parties hereto agree to accept a facsimile or e-mail transmission copy of their respective actual signatures as evidence of their actual signatures to this Agreement and any modification or amendment of this Agreement; *provided, however*, that each party who produces a facsimile or e-mail signature agrees, by the express terms hereof, to place, promptly after transmission of his or her signature by fax, a true and correct original copy of his or her signature in first class mail, postage pre-paid, to the address of the Escrow Agent.

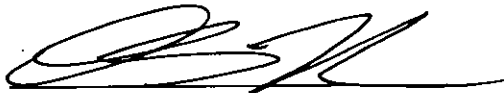
14. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

STATE OF NH - DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

By: 
Name: Sarah L. Stewart
Title: Commissioner

SIGNATURE PUBLIC FUNDING CORP.

By: 
Name: Donald S. Keough
Title: Senior Managing Director

SIGNATURE BANK

By: _____
Name: Thomas Mooney
Title: Group Director and Senior Vice President

Schedule A

SPFC Lease/Account Number: 004, 005, 006

Name of Lessee: STATE OF NH – DEPARTMENT OF NATURAL
AND CULTURAL RESOURCES

Beneficiary Name for Fund: STATE OF NH – DEPARTMENT OF NATURAL
AND CULTURAL RESOURCES Equipment Schedule
004, 005, 006, Signature Bank, as Escrow Agent

Date of Escrow Agreement: May 1, 2019

Date of Master Lease Agreement: December 8, 2016

Lessee's State / Commonwealth: New Hampshire

Lessee's Tax Identification Number: 02-6000618

Escrow Agent Fee: \$0.00


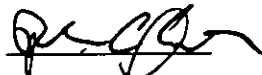

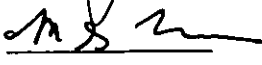
Initial Deposit Amount: \$800,217.00

Account Type: Non-interest Bearing

Anticipated Closing Date: 18 months after Schedule Date

Schedule A-1

CERTIFICATE OF AUTHORIZED REPRESENTATIVES – LESSOR

Donald Keough		Y	Y	410-704-0027	_____
Richard Cumbers		Y	Y	410-704-0026	_____
Tonia Lee		Y	Y	410-704-0082	_____
Michael Furnari		Y	Y	410-704-0086	_____
_____	_____	_____	_____	_____	_____


STANDING WIRE INSTRUCTIONS FOR LESSOR

In accordance with Section 3(a) of the Agreement disbursements to Lessor by wire transfer must be sent in accordance with the following wire instructions:

Bank Name:	Signature Bank
Bank Address:	PCG 333- 565 Madison Avenue
ABA Number:	026013576
Account Number:	_____
Account Name:	STATE OF NH – DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Schedule A-2

CERTIFICATE OF AUTHORIZED REPRESENTATIVES - LESSEE

Name	Signature	Initiate (Y/N)	Callback (Y/N)	Phone No.	Alt. Phone No.
Sarah L. Stewart		Y	Y	603-271-2411	603-892-5523
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

STANDING WIRE INSTRUCTIONS FOR LESSEE

In accordance with Section 3(a) of the Agreement disbursements to Lessee by wire transfer must be sent in accordance with the following wire instructions:

Bank Name:
Bank Address:
ABA Number:
Account Number:
Account Name:

Schedule B:
Payment Request Form No. []

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

The following payment request is directed to Signature Bank (the "Escrow Agent"), as escrow agent under that certain Escrow Deposit Agreement dated May 1, 2019 (the "Escrow Agreement"), between the STATE OF NH – DEPARTMENT OF NATURAL AND CULTURAL RESOURCES ("Lessee"), Signature Public Funding Corp. ("Lessor"), and the Escrow Agent

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under the Escrow Agreement the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment described below is part or all of the Equipment purchased pursuant to Equipment Schedule No. 004, 005, 006 dated as of May 1, 2019 to that certain Master Equipment Lease Purchase Agreement dated as of December 8, 2016 (collectively, the "Lease"), between Lessor and Lessee:

QUANTITY	DESCRIPTION OF UNITS OF EQUIPMENT	AMOUNT	PAYEE
----------	--------------------------------------	--------	-------

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered to the location(s) set forth in the Lease; (ii) a present need exists for the Equipment, which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of the Lease; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Lease; (vii) no default, Event of Default or Event of Nonappropriation, as those terms are defined in the Lease, and no event that with the giving of notice or lapse of time or both, would become a default, Event of Default or an Event of Nonappropriation, has occurred and is continuing on the date hereof; and (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments or other amounts due under the Lease during Lessee's current Fiscal Year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to fund the acquisition of the Equipment set forth above by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s) and (b) Copies of Certificate(s) of Ownership, designating Lessor as legal owner, and evidence of filing.

[Remainder of page intentionally left blank]

IF REQUEST IS FINAL REQUEST, CHECK HERE . The undersigned hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitute all of the Equipment subject to the Lease.

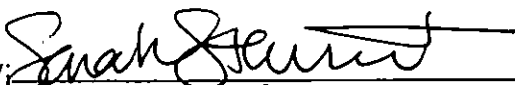
Date: May 1, 2014

Approved:

SIGNATURE PUBLIC FUNDING CORP., as Lessor

STATE OF NH - DEPARTMENT OF NATURAL
AND CULTURAL RESOURCES, as Lessee

By: _____
Name: _____
Title: _____

By: 
Name: Sarah L. Stewart
Title: Commissioner

Schedule C:

Collateralization Disclosure and Acknowledgement for Deposit of Public Moneys

The undersigned acknowledges and agrees that all moneys belonging to the Lessee and Lessor and on deposit at Escrow Agent in excess of the FDIC insurance levels shall be collateralized by Escrow Agent by a Municipal Letter of Credit (MULOC) issued by the Federal Home Loan Bank of New York (FHLBNY). Lessee and Lessor represent and warrant that the foregoing FHLBNY MULOC is compliant with any applicable local, county, state or federal rule and regulations, including, without limitation, the


IN WITNESS WHEREOF, the duly authorized parties have executed this Collateralization Disclosure and Acknowledgement for Deposit of Public Moneys as of the date first set forth below.

LESSOR:
SIGNATURE PUBLIC FUNDING CORP.

By: 
Donald S. Keough
Senior Managing Director

Date: _____

LESSEE:
STATE OF NH – DEPARTMENT OF NATURAL
AND CULTURAL RESOURCES

By: 
Sarah L. Stewart
Commissioner

Date: May 1, 2019

ESCROW AGENT:
SIGNATURE BANK

By: _____
Thomas Mooney
Group Director & Senior Vice President

Date: _____

RESOLUTION/EVIDENCE OF AUTHORITY

TO BE PROVIDED BY THE LESSEE, PURSUANT TO ITS STATUTORY APPROVAL PROCESS

CLOSING MEMORANDUM

**\$327,083.00 LEASE OF NEW HOLLAND T7.190
PURSUANT TO SCHEDULE NO. 005 DATED MAY 1, 2019 TO THAT CERTAIN
MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT DATED DECEMBER 8, 2016
BETWEEN STATE OF NH-DNCR, AS LESSEE, AND
SIGNATURE PUBLIC FUNDING CORP., AS LESSOR**

Pre-Closing: All documents will be executed and two (2) blue ink originals will be overnighted to Signature Public Funding Corp., Attn: Mr. Mike Furnari, 600 Washington Avenue, Suite 305, Towson, Maryland 21204, for delivery no later than 9:00 am on the morning of May 1, 2019 and held in trust until such time as the wires and original documents are released by the Parties.

Closing: By wire transfer and pending receipt of original, executed Lease Documents, on the morning of May 1, 2019, Lessor is authorized by Lessee to wire the following Total Lease Proceeds as defined below, pursuant to the Wire Instructions as follows:

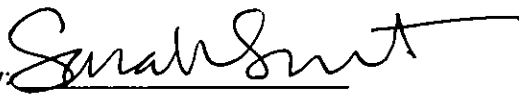
Bank Name: Signature Bank
ABA No: 026013576
Account No:
Account Name: State of NH DNCR
Attn: _____

Amount of Wire: **\$327,083.00**
Reference: _____

TOTAL DISBURSEMENT: \$327,083.00

and each of the Parties will confirm by e-mail receipt of funds and then the release of all original documents held in trust, when such funds and/or documents are in the possession of each of the Parties. Lessor is further authorized by the Lessee to retain the Legal/Doc Fees after the Total Equipment Cost has been wired.

STATE OF NH DEPARTMENT OF NATRUAL AND CULTURAL RESOURCES

By: 
Name: Sarah L Stewart
Title: Commissioner

State of New Hampshire

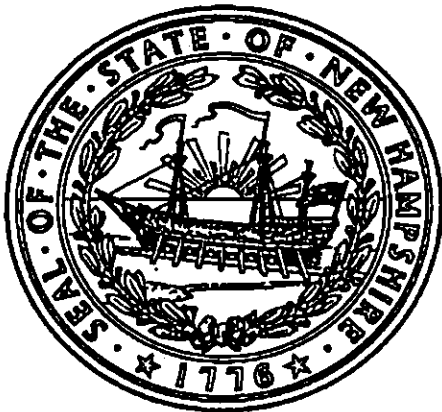
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SIGNATURE PUBLIC FUNDING CORP. is a New York Profit Corporation registered to transact business in New Hampshire on June 10, 2015. 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: 727451

Certificate Number : 0004482513



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

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

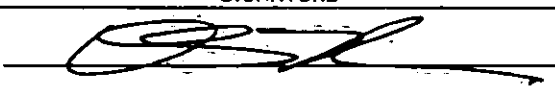

William M. Gardner
Secretary of State

INCUMBENCY CERTIFICATE

I, Michael S. Furnari, do hereby certify that I am a Senior Documentation Officer, of Signature Public Funding Corp., a New York corporation (the "Corporation") and wholly owned subsidiary of Signature Bank, a publicly traded New York banking corporation, and that I have custody of the records of such entity.

I hereby certify that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Corporation holding the offices set forth opposite their respective names. I further certify that:

- (i) The signatures set opposite their respective names and titles are their true and authentic signatures, and
- (ii) Such officers have the authority on behalf of such entity to:
 - a. Enter into Master Assignment Agreement, together with any Specifications, certificates, exhibits and related documents thereto:
 - b. Enter into any/various Escrow Agreement as they may time to time deem necessary and appropriate (the "Escrow Agreements"); and
 - c. Execute Certificates of Acceptance, and Payment Request Forms, and all other certificates documents, and agreements relating to the Escrow Agreements.

NAME	TITLE	SIGNATURE
Donald S. Keough	Senior Managing Director	
Richard Cumbers	Senior Managing Underwriter	

IN WITNESS WHEREOF, I have duly executed this Certificate on behalf of the Signature Public Funding Corp. as of this 26th of March 2019.


Michael S. Furnari, Senior Documentation Officer

MEMORANDUM

To: Sarah L. Stewart, Commissioner
Department of Natural and Cultural Resources

From: Jill A. Perlow, Sr. Asst. Attorney General
DOJ – Civil Bureau

Subject: *Tax Exempt Equipment Lease Financing Agreement*

I have reviewed the attached Tax Exempt Equipment Lease Financing Agreement between Signature Public Funding Corp. and the Department of Natural and Cultural Resources, Division of Parks and Recreation.

Consequently, I approve the attached agreements as to form, substance, and execution.



Jill A. Perlow
Senior Assistant Attorney General

4/1/19
Date

SIGNATURE PUBLIC FUNDING CORP.

AMENDMENT NO. 01 AMENDMENT TO LEASE DOCUMENTS

THIS AMENDMENT TO LEASE DOCUMENTS dated as of this 15th day of November, 2017 (this "Amendment"), by and among SIGNATURE PUBLIC FUNDING CORP., (a wholly owned subsidiary of Signature Bank), its present and future affiliates and their successors and assigns ("Lessor"), and STATE OF NEW HAMPSHIRE-- DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT, its successors and permitted assigns ("Lessee"), amends that certain Master Lease Agreement No. 500055, dated as of December 8, 2016 (the "Lease"), all of the Equipment Schedules entered into pursuant thereto and all of the other documents and agreements entered into in connection therewith by and between Lessor and Lessee, as amended or otherwise modified (hereinafter collectively referred to as the "Lease Documents"). The capitalized terms used herein but not otherwise defined herein shall have the respective meanings given them in the Lease Documents or the other documents referred to therein.

RECITALS

WHEREAS, STATE OF NEW HAMPSHIRE-- DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT or STATE OF NH-DRED, has changed its name to STATE OF NEW HAMPSHIRE-- DEPARTMENT OF NATURAL AND CULTURAL RESOURCES or STATE OF NH-DNCR, and the parties desire to amend all of the Lease Documents to reflect the name of STATE OF NEW HAMPSHIRE-- DEPARTMENT OF NATURAL AND CULTURAL RESOURCES or STATE OF NH-DNCR as the Lessee.

NOW, THEREFORE, in consideration of the foregoing premises and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. AMENDMENT. Each of the Lease Documents, together with any other agreement, document, exhibit, schedule, note or annex delivered in connection with any of the same, is hereby revised (which revision shall be deemed effective upon and at all times after the Effective Date) so that any and all references therein to "STATE OF NEW HAMPSHIRE-- DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT or STATE OF NH-DRED" shall be replaced with "STATE OF NEW HAMPSHIRE-- DEPARTMENT OF NATURAL AND CULTURAL RESOURCES or STATE OF NH-DNCR."

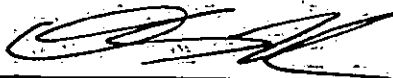
2. COVENANTS. Upon the execution of this Amendment, Lessee has agreed that: (a) all obligations under any Lease Documents in the name of STATE OF NEW HAMPSHIRE-- DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT or STATE OF NH-DRED have been assumed by STATE OF NEW HAMPSHIRE-- DEPARTMENT OF NATURAL AND CULTURAL RESOURCES or STATE OF NH-DNCR; and (b) Lessor is permitted to file (or, if required by applicable law, Lessee will promptly execute) Uniform Commercial Code Statements of Amendments and any other filings and recordings, together with such further documents, instruments and assurance and take such further action as Lessor may deem necessary in order to carry out the intent and purpose of this Amendment and the Lease Documents.


3. MISCELLANEOUS. This Amendment shall hereafter amend and constitute a part of each of the Lease Documents referenced herein. Except as expressly provided herein, the terms and conditions of each such Lease Document remains unmodified and in full force and effect. This Amendment shall be governed by and in accordance with the laws of the Lease Documents. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Documents to be executed as of the date first above written.

SIGNATURE PUBLIC FUNDING CORP.,
Lessor

STATE OF NEW HAMPSHIRE-- DNCR
Lessee

By:  [SEAL]
Name: _____
Title: _____

By:  [SEAL]
Name: Jeffrey J. Rose
Title: Commissioner



York 43

STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF PARKS AND RECREATION

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553 E-Mail: nhparks@dred.nh.gov
Web: www.nhstateparks.org

November 21, 2016

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

REQUESTED ACTION

1. Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Cannon Mountain Ski Area (Department) to select as **SOLE SOURCE**, a new Prinoth Bison Park Tier 4 Snow Groomer to be used for mountain ski operations financed through an equipment lease agreement with Signature Public Funding Corp. as outlined in Requested Action 2 below, effective upon Governor and Executive Council approval. 100% Agency Income
2. Pursuant to RSA 6:35, further authorize the Department to enter into a Tax Exempt Equipment Lease Financing Agreement with Signature Public Funding Corp. (VC# 276761), Greenwich, CT in the total amount of \$369,009.87 for a 4-year annual lease schedule for the new Prinoth Bison Park Tier 4 Snow Groomer effective upon Governor and Executive Council approval through December 8, 2020, with the option to seek yearly equipment lease financing with SPFC for subsequent equipment lease schedules over the next 4 years following the approval of the first year lease financing agreement with SPFC, subject to Governor and Executive Council approval. 100% Agency Income

Funding is available as follows pending budget approval for Fiscal Years 2018, 2019, 2020 and 2021:

	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
03-35-35-351510-37030000 Cannon Mountain 022-500257 Rents-Leases Other Than State	\$92,252.47	\$92,252.47	\$92,252.47	\$92,252.47

EXPLANATION

The Department has utilized an equipment leasing program for the last fifteen years and it has worked very successfully for Cannon Mountain by continually providing a state-of-the-art grooming fleet and a superior on-hill product, and by reducing maintenance costs and capital outlay for outright purchases. Currently, only Prinoth, LLC and Kassbohrer, Inc. sell snow groomers in this part of the country. Cannon's mountain operations team believes that Prinoth grooming vehicles are far superior in performance, and Prinoth's (approximately) 70% market share in the United States supports that claim. In addition, the mechanics at Cannon are factory trained by Prinoth to service their machines and stock original and aftermarket parts to spec the fleet. The Prinoth machines have had excellent service records, and the eastern sales and service team, located in Gilmanton, has provided superior service. For these reasons, your approval of the new Prinoth Bison Park Tier 4 Snow Groomer by sole source selection is respectfully requested.

The Tax Exempt Equipment Lease Financing Agreement (Lease Agreement) with Signature Public Funding Corp. (SPFC) was secured through a request for proposal process. The agreement allows the state to optionally, enter in to a new 4-year term lease agreement each year for the next 4 years for a snow groomer or similar mountain operation maintenance machine following this agreement.

In October 2016, an invitation to submit proposals for Tax Exempt Equipment Lease Financing was posted on the Division of Purchase and Property's website. In addition, the Department forwarded notice of the posting to a list of over 30 financial institutions provided by the office of NH State Treasury. Only one proposal was received on October 19, 2016 and was evaluated based on cost and proposed terms of lease and escrow agreements. After consultation and review of the proposal by the NH State Treasury office, Signature Public Funding Corp. was the selected bidder.

The Attorney General's Office has reviewed and approved the Lease Agreement and related documents as to form, substance, and execution. Secondly, the Department of Administrative Services' has reviewed and approved the Lease Agreement. A copy of Chapter 276:190, Laws of 2015 (HB 2) governing this process is included for your information. Lastly, the NH State Treasury has reviewed and approved the Lease Agreement. A copy of the NH State Treasury Agency Lease Questionnaire approved by State Treasurer William F. Dwyer, a copy of RSA 6:35 governing this process and a Statement of Appropriations showing Cannon Mountain's operating budget line item for equipment leases are all included for your information.

Approval of this Lease agreement and the Escrow agreement does not entail a financial obligation or pledge to the state. The contractual requirement of the state to make lease payments under the lease agreement shall constitute a current operating expense of the state subject to legislative appropriation. The interest component of the lease payments under this agreement will be tax exempt to the lessor.

Respectfully submitted,

(S)



Jeffrey J. Rose
Commissioner

INDEX TO LEGAL DOCUMENTS
NON-BANK-QUALIFIED, APPROPRIATION-BASED
TAX-EXEMPT MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED DECEMBER 8, 2016 BY AND BETWEEN
SIGNATURE PUBLIC FUNDING CORP.
And
STATE OF NH – DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT

Lease Documents:

- Tab 1: Master Equipment Lease-Purchase Agreement;
- Tab 2: Exhibit A - Equipment Schedule;
- Tab 3: Exhibit B - Acceptance Certificate;
- Tab 4: Exhibit C-1 - Insurance Coverage Request;
- Tab 5: Exhibit C-2 - Self-Insurance Rider (if applicable);
Exhibit C-3 - Questionnaire for Self Insurance (If applicable);
- Tab 6: Exhibit D - Essential Use Certificate;
- Tab 7: Exhibit E - Incumbency Certificate;
- Tab 8: Exhibit F - Form of Opinion of Lessee's Counsel;
- Tab 9: Exhibit G – Reserved;
- Tab 10: Exhibit H - Tax Certificate;
- Tab 11: Exhibit I - Escrow Agreement;
- Tab 12: Exhibit J: - Form of Sample Resolution of Lessee;
- Tab 13: UCC-1 - Financing Statement with attached Schedule A;
- Tab 14: Form 8038-G;
- Tab 15: Closing Memorandum/Payment Proceeds Direction; and
- Tab 16: Vendor Invoices, Purchase Agreement,



**SIGNATURE
PUBLIC FUNDING**

SIGNATURE PUBLIC FUNDING CORP.

MASTER LEASE AGREEMENT NO. _____

This **MASTER LEASE AGREEMENT** (the "Agreement"), dated as of December 8, 2016 is made and entered into by and between **SIGNATURE PUBLIC FUNDING CORP.**, a New York corporation, as lessor (the "Lessor"), and **STATE OF NH – DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT (STATE OF NH – DRED)**, an agency of the State of NH, which is a political subdivision as defined under the Code, as lessee ("Lessee").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. The following terms have the meanings specified below.

"Acceptance Certificate" means each Acceptance Certificate delivered by Lessee as part of an Equipment Schedule certifying as to the delivery, installation and acceptance of Equipment.

"Agreement" means this Master Lease Agreement and all Equipment Schedules hereto.

"Agreement Date" means the date first written above.

"Code" means the Internal Revenue Code of 1986, as amended, together with Treasury Regulations promulgated from time to time thereunder.

"Default Rate" means the lesser of 12% per annum, or the maximum rated permitted by law.

"Equipment" means all items of property described in Equipment Schedules and subject to this Agreement.

"Equipment Group" means each group of Equipment listed in a single Equipment Schedule.

"Equipment Schedule" means each sequentially numbered schedule executed by Lessor and Lessee with respect to Equipment Group.

"Escrow Account" means the equipment acquisition account, if any, established by Lessor and Lessee with the Escrow Agent pursuant to the Escrow Agreement.

"Escrow Agent" means the escrow agent and, if applicable, any successor escrow agent identified under the Escrow Agreement for any applicable Lease hereunder.

"Escrow Agreement" means the Escrow Fund and Account Control Agreement, substantially in the form of Exhibit I hereto, or another mutually agreeable form of escrow agreement to be executed by Lessor, Lessee and the Escrow Agent upon the first funding of an Equipment Schedule using the procedure described in Section 2.4.

"Events of Default" means those events described in Section 12.1.

"Fiscal Year" means each 12-month fiscal period of Lessee.

"Funding Date" means, with respect to each Lease, the date Lessor makes payment to the Vendor(s) named in the related Equipment Schedule or reimburses Lessee for the purchase price of the related Equipment Group or, if the procedure described in Section 2.4 is utilized, the date Lessor deposits funds equal to such purchase price into the Escrow Account.

"Interest" means the portion of a Rental Payment designated as and comprising interest as provided in a Payment Schedule.

"Lease" means, with respect to each Equipment Group, this Agreement and the Equipment Schedule relating thereto, which together shall constitute a separate contract between Lessor and Lessee relating to such Equipment Group.

"Lease Date" means, with respect to each Lease, the date so designated in the related Equipment Schedule.

"Lease Term" means, with respect to each Equipment Group, the period during which the related Lease is in effect as specified in Section 3.1.

"Net Proceeds" means any insurance proceeds or condemnation awards paid with respect to any Equipment remaining

after payment therefrom of all expenses incurred in the collection thereof.

"Non-Appropriation" means the failure of Lessee, Lessee's governing body, or, if applicable, the governmental entity from which Lessee obtains its operating and/or capital funds to appropriate money for any Fiscal Year sufficient for the continued payment and/or performance by Lessee of all of Lessee's obligations under this Agreement, as evidenced by the passage of an ordinance or resolution prohibiting Lessee from performing its obligations under this Agreement with respect to any Equipment and/or budget, and from using properly appropriated and/or legally available funds to pay any Rental Payments due under this Agreement during any Fiscal Year.

"Payment Date" means each date upon which a Rental Payment is due and payable as provided in a Payment Schedule.

"Payment Schedule" means the schedule of Rental Payments attached to an Equipment Schedule.

"Principal" means the portion of any Rental Payment designated as and comprising principal as provided in a Payment Schedule.

"Prepayment Price" means the amount so designated and set forth opposite a Payment Date in a Payment Schedule indicating the amount for which Lessee may purchase the related Equipment Group as of such Payment Date after making the Rental Payment due on such Payment Date.

"Rental Payment" means each payment due from Lessee to Lessor on a Payment Date.

"Specifications" means the bid specifications and/or purchase order pursuant to which Lessee has ordered any Equipment from a Vendor.

"State" means the state or commonwealth in which Lessee is situated.

"Vendor" means each of the manufacturers or vendors from which Lessee has ordered or with which Lessee has contracted for the manufacture, delivery and/or installation of the Equipment.

Section 1.2. Exhibits.

- Exhibit A:** Equipment Schedule including Payment Schedule.
- Exhibit B:** Acceptance Certificate.
- Exhibit C-1:** Confirmation of Outside Insurance.
- Exhibit C-2:** Self-Insurance Rider and Lessor Consent (if applicable).
- Exhibit C-3:** Questionnaire for Self Insurance (if applicable),
- Exhibit D:** Essential Use Certificate (unless waived).
- Exhibit E:** Incumbency Certificate.
- Exhibit F:** Form of Opinion of Counsel to Lessee.
- Exhibit G:** Bank-Qualified Designation (if applicable).
- Exhibit H:** Tax and Arbitrage Certificate.
- Exhibit I:** Escrow Fund and Account Control Agreement (together with Disbursement request Form).
- Exhibit J:** Form of Resolution of the Governing Body of Lessee relating to each Lease.

ARTICLE II. LEASE OF EQUIPMENT

Section 2.1. Acquisition of Equipment. Prior to the addition of any Equipment Group, Lessee shall provide Lessor with a description of the equipment proposed to be subject to a Lease hereunder, including the cost and vendor of such equipment, the expected delivery date and the desired lease terms for such equipment, and such other information as the Lessor may require. If Lessor, in its sole discretion, determines the proposed equipment may be subject to a Lease hereunder, Lessor shall furnish to Lessee a proposed Equipment Schedule relating to the Equipment Group for execution by Lessee and then Lessor. By execution hereof, Lessor has made no commitment to lease any equipment to Lessee.

Section 2.2. Disbursement. Lessor shall have no obligation to make any disbursement to a Vendor or reimburse Lessee for any payment made to a Vendor for an Equipment Group (or, if the escrow procedure described in Section 2.4 hereof is utilized, consent to a disbursement by the Escrow Agent) until five (5) business days after Lessor has received all of the following in form and substance satisfactory to Lessor: (a) a completed Equipment Schedule executed by Lessee; (b) an Acceptance Certificate in the form included with Exhibit B hereto; (c) a resolution or evidence of other official action taken by or on behalf of the Lessee to authorize the acquisition of the Equipment Group on the terms provided in such Equipment Schedule; (d) a Tax Agreement and Arbitrage Certificate in the form of Exhibit H (as applicable) attached hereto; (e) evidence of insurance with respect to the Equipment Group in compliance with Article VII of this Agreement; (f) Vendor invoice(s) and/or bill(s) of sale relating to the Equipment Group, and if such invoices have been paid by Lessee, evidence of payment thereof and evidence of official intent to reimburse such payment as required by the Code;

(g) financing statements naming Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is part of such Equipment Group and is subject to certificate of title laws; (h) a completed and executed Form 8038-G or 8038-GC, as applicable, or evidence of filing thereof with the Secretary of Treasury; (i) an opinion of counsel to the Lessee substantially in the form of Exhibit F hereto, and (j) any other documents or items reasonably required by Lessor.

Section 2.3. Lease; Possession and Use. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth herein. Lessee shall have quiet use and enjoyment of and peaceably have and hold each Equipment Group during the related Lease Term, except as expressly set forth in this Agreement.

Section 2.4. Escrow Procedure. If Lessor and Lessee agree that the cost of an Equipment Group is to be paid from an Escrow Account: (a) Lessor and Lessee shall execute an Escrow Agreement substantially in the form of Exhibit I or such other form as may be mutually agreeable by the parties thereto; (b) Lessor and Lessee shall execute an Equipment Schedule relating to such Equipment Group; and (c) Lessor shall deposit an amount equal to the cost of the Equipment Group into the Escrow Account. All amounts deposited by Lessor into the Escrow Account shall constitute a loan from Lessor to Lessee secured by proceeds in such Escrow Account and, when such funds are used to acquire the Equipment, shall be repaid by the Rental Payments due under the related Lease.

ARTICLE III. TERM

Section 3.1. Term. This Agreement shall be in effect from the Agreement Date until the earliest of (a) termination under Section 3.2 or (b) termination under Section 12.2; provided, however, no Equipment Schedules shall be executed after any Non-Appropriation or Event of Default. Each Lease with respect to an Equipment Group shall be in effect for a Lease Term commencing upon the Lease Date and ending as provided in Section 3.4.

Section 3.2. Termination by Lessee. In the sole event of Non-Appropriation, this Agreement and each Lease hereunder shall terminate, in whole, but not in part, as to all Equipment effective upon the last day of the Fiscal Year for which funds were appropriated, in the manner and subject to the terms specified in this Article. Lessee may affect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of such termination not less than ninety (90) days prior to the end of the Fiscal Year for which appropriations were made, and shall notify Lessor of any anticipated termination. In the event of termination of this Agreement as provided in this Section, Lessee shall comply with the instructions received from Lessor in accordance with Section 12.3. Lessor agrees that it shall not deliberately cause an event of Non-Appropriation so as to permit Lessee to terminate this Agreement or any Lease hereunder in order to acquire any other equipment or obtain funds directly or indirectly to perform essentially the same application for the Equipment is intended.

Section 3.3. Effect of Termination. Upon termination of this Agreement as provided in Section 3.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due in succeeding Fiscal Years, but if Lessee has not complied with the instructions received from Lessor in accordance with Section 12.3, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments that would thereafter have come due if this Agreement had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 3.4. Termination of Lease Term. The Lease Term with respect to any Lease will terminate upon the occurrence of the first of the following events: (a) the termination of this Agreement by Lessee in accordance with Section 3.2; (b) the payment of the Prepayment Price by Lessee pursuant to Article V; (c) an Event of Default by Lessee and Lessor's election to terminate such Lease pursuant to Article XII; or (d) the payment by Lessee of all Rental Payments and all other amounts authorized or required to be paid by Lessee pursuant to such Lease.

ARTICLE IV. RENTAL PAYMENTS

Section 4.1. Rental Payments. The Lessee agrees to pay the Rental Payments due as specified in the Payment Schedule set forth on any Equipment Schedule hereto, the form of which is attached as Exhibit A. A portion of each Rental Payment is paid as interest as specified in the Payment Schedule of each lease, and the first Rental Payment will include Interest accruing from the Funding Date. Lessor is authorized to insert the due date of the first Rental Payment in the Payment Schedule. All Rental Payments shall be paid to Lessor, or to such assignee(s) Lessor has assigned as stipulated in Article XI, at such places as Lessor or such assignee(s) may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefor.

Section 4.2. Current Expense. The obligations of Lessee, including its obligation to pay the Rental Payments due in any Fiscal Year of a Lease Term, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a

pledge by Lessee of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this Agreement and the Net Proceeds of the Equipment) to the payment of any Rental Payment or other amount coming due hereunder.

Section 4.3. Unconditional Rental Payments. Notwithstanding Lessee's right to terminate as provided in Section 3.2, Lessee's obligation to make Rental Payments shall be absolute and unconditional. Also, any other payments required hereunder shall be absolute and unconditional. Lessee shall make these payments when due and shall not withhold any of these payments pending final resolution of any disputes. The Lessee shall not assert any right of set-off or counterclaim against its obligation to make these payments. Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment. The Lessee shall be obligated to continue to make payments required of it by this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

ARTICLE V. OPTION TO PREPAY

Section 5.1. Option to Prepay. Lessee shall have the option to prepay its obligations under any Lease in whole but not in part on any Payment Date on or after the Prepayment Option Commencement Date for the then applicable Prepayment Price (which may include a prepayment fee) as set forth in the related Payment Schedule, provided there has been no Non-Appropriation or Event of Default.

Section 5.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due under the related Lease (including the Rental Payment due on the Payment Date on which the option shall be effective) and the applicable Prepayment Price set forth in the related Payment Schedule. In the event that all such amounts are not received by Lessor on such Payment Date, such notice by Lessee of exercise of its option to prepay shall be void and the related Lease shall continue in full force and effect.

Section 5.3. Release of Lessor's Interest. Upon receipt of the Prepayment Price in good funds with respect to any Equipment Group, the Lease with respect to such Equipment Group shall terminate and Lessee shall become entitled to such Equipment Group AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that such Equipment Group shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VI. REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 6.1. Representations and Warranties of Lessee. Lessee represents and warrants as of the Agreement Date and as of each Lease Date as follows:

- (a) Lessee is an agency of the State, which is a political subdivision within the meaning of Section 103(c) of the Code, duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement, each Lease and the transactions contemplated hereby and thereby, and to perform all of its obligations under this Agreement and each Lease.
- (b) The execution and delivery of this Agreement and each Lease have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement, each Lease and the acquisition and financing of the Equipment by Lessee.
- (c) This Agreement and each Lease have been duly executed and delivered by and constitutes the valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms.
- (d) The execution, delivery and performance of this Agreement and each Lease by Lessee shall not (i) violate any State or federal law or local law or ordinance (including, without limitation, any public bidding, open meeting, notice, and procurement requirements), or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.
- (e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any Lease or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement or any Lease.
- (f) Lessee will furnish Lessor (i) within [180] days after the end of each Fiscal Year of Lessee, a copy of its audited financial statements for such Fiscal Year, which audited financial statements shall include a balance sheet, a statement of revenues, expenses and changes in fund balances for budget and actual, a statement of cash flows, notes, schedules and any attachments to the financial statements; (ii) no later than 10 days prior to the end of each Fiscal

Year (commencing with the current Fiscal Year), a copy of Lessee's current budget or other proof of appropriation for the ensuing Fiscal Year; (iii) promptly after Lessor's written request, a copy of any interim updates or modifications to Lessee's adopted budget and such other information relating to Lessee's ability to continue the Lease Term of each Lease for such Fiscal Year as may be reasonably requested by Lessor; and (iv) promptly, but not later than 30 days after such information is available, after Lessor's written request, such other financial statements and information as Lessor may reasonably request, including, without limitation, any information relating to the measurement and verification of proposed or guaranteed energy savings. The financial statements described in clause (i)(i) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns. Assuming that the foregoing information is readily publicly available in an on-line format, the Lessee will have been deemed to be in compliance with this provision.

(g) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during the current Fiscal Year, and such moneys will be applied in payment of all Rental Payments due and payable during such current Fiscal Year.

(h) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the applicable Lease Term. Lessee presently intends to continue each Lease hereunder for its entire Lease Term and to pay all Rental Payments relating thereto.

Section 6.2. Covenants of Lessee. Lessee agrees that so long as any Rental Payments or other amounts due under this Agreement remain unpaid:

(a) Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition would change or impair the originally intended functions, value or use of such Equipment.

(b) Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder.

(c) Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or other claim with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such claim.

(d) The person or entity in charge of preparing Lessee's budget will include in the budget request for each Fiscal Year the Rental Payments to become due during such Fiscal Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee acknowledges that this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease Terms.

(e) Lessee shall assure that its obligation to pay Rental Payments is not directly or indirectly secured by any interest in property, other than the Equipment, and that the Rental Payments will not be directly or indirectly secured by or derived from any payments of any type or any fund other than Lessee's general purpose fund.

(f) Upon Lessor's request, Lessee shall provide Lessor with current financial statements, budgets, and proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Agreement and each Lease as may be reasonably requested by Lessor.

(g) Lessee shall promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

Section 6.3. Tax Related Representations, Warranties and Covenants.

(a) *Incorporation of Tax Agreement and Arbitrage Certificate.* As of each Lease Date and with respect to each Lease, Lessee makes each of the representations, warranties and covenants contained in the Tax Agreement and Arbitrage Certificate delivered with respect to such Lease. By this reference each such Tax Agreement and Arbitrage Certificate is incorporated in and made a part of this Agreement.

(b) *Event of Taxability.* If Lessor either (i) receives notice, in any form, from the Internal Revenue Service or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor, that Lessor may not exclude any Interest paid under any Lease from its Federal gross income (each an "Event of Taxability"), the Lessee shall pay to

Lessor upon demand (x) an amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the Interest due through the date of such event), will restore to Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of Rental Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Lease through the date of such event and (y) as additional Rental Payments to Lessor on each succeeding Payment Date such amount as will maintain such after-tax yield to Lessor.

ARTICLE VII. INSURANCE AND RISK OF LOSS

Section 7.1. Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during each Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and/or assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence and either \$3,000,000 aggregate for non-titled Equipment or \$5,000,000/ aggregate for titled Equipment unless specified differently in the related Equipment Schedule, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Prepayment Price of each Equipment Group.

Section 7.2. Workers' Compensation Insurance. If required by State law, Lessee shall carry workers' compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

Section 7.3. Insurance Requirements.

(a) *Insurance Policies.* All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each insurance policy shall name Lessor and/or its assigns as an additional insured party and loss payee regardless of any breach of warranty or other act or omission of Lessee and shall include a lender's loss payable endorsement for the benefit of Lessor and/or its assigns. Prior to the delivery of Equipment, Lessee shall deposit with Lessor evidence satisfactory to Lessor of such insurance and, prior to the expiration thereof, shall provide Lessor evidence of all renewals or replacements thereof.

(b) *Self Insurance.* With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor in form acceptable to Lessor.

(c) *Evidence of Insurance.* Lessee shall deliver to Lessor upon acceptance of any Equipment evidence of insurance which complies with this Article VII with respect to such Equipment to the satisfaction of Lessor, including, without limitation, the confirmation of insurance in the form of Exhibit C-1 attached hereto together with Certificates of Insurance, when available, or the Questionnaire for Self-Insurance Rider and Lessor Consent in the form of Exhibit C-2 attached hereto, as applicable.

(d) *Payment and Performance Bond.* If requested by Lessor, which will be solely in circumstances where the Equipment will not be fully delivered and accepted at the time of funding yet partial payment therefor has been or will be made by Lessor or from an Escrow Account, a payment and performance or other type of surety bond and dual obligee rider ("Bond") is required in form and substance and with such insurer as may be required by Lessor, and Lessee will keep such Bond in effect (or require the Vendor to keep such Bond in effect) and provide Lessor with a evidence of such Bond (and any applicable renewals thereof) at all times until the final Acceptance Certificate is delivered to the Lessor. No disbursements from the Escrow Account will be permitted without evidence of such Bond having been delivered to the Lessor.

Section 7.4. Risk of Loss. To the extent permitted by applicable laws of the State, as between Lessor and Lessee, Lessee assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance relating to any Lease hereunder, for loss or damage to any Equipment and for injury to or death of any person or damage to any property. Whether or not covered by insurance, Lessee hereby assumes responsibility for and agrees to release Lessor from all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses imposed on, incurred by or asserted against Lessor that relate to or arise out of this Agreement, including but not limited to, (a) the selection, manufacture, purchase, acceptance or rejection of Equipment or the ownership of the Equipment, (b) the delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment, (c) the condition of the Equipment sold or otherwise disposed of after possession by Lessee, (d) the conduct of Lessee, its officers, employees and agents, (e) a breach of Lessee of any of its covenants or obligations hereunder, (f) any claim, loss, cost or expense involving alleged damage to the environment relating to the Equipment, including, but not limited to investigation, removal, cleanup and remedial costs, and (g) any strict liability under the laws or judicial decisions of any state or the United States. This provision shall survive the termination of this Agreement. Nothing in this Section 7.4 shall be deemed to obligate Lessee to spend any monies with regards to the matters set forth herein that are not properly appropriated, designated for such purposes (e.g.

insurance proceeds, warranty payments, self-insurance, reserve or sinking funds, etc.) and/or otherwise legally available. Nothing herein shall be deemed to (a) create an unconstitutional or illegal obligation on the part of the Lessee and (b) be a waiver of any constitutional or statutory waivers, rights, immunities, or privileges. Any provision or requirement of the Agreement which is determined or to be illegal, invalid, or unconstitutional shall be stricken solely to the extent of such invalidity with the remainder of the provisions of the Agreement to be in full force and effect.

Section 7.5. Destruction of Equipment. Lessee shall provide a complete written report to Lessor immediately upon any loss, theft, damage or destruction of any Equipment and of any accident involving any Equipment. Lessor may inspect the Equipment at any time and from time to time during regular business hours. If all or any part of the Equipment is stolen, lost, destroyed or damaged beyond repair or taken by an exercise of eminent domain ("Damaged Equipment"), Lessee shall within thirty (30) days after such event either: (a) replace the same at Lessee's sole expense with equipment having substantially similar Specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Prepayment Price of the Damaged Equipment determined as set forth in the related Equipment Schedule. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If, within forty-five (45) days of the loss occurrence, (a) Lessee fails to notify Lessor; (b) Lessee and Lessor fail to execute an amendment to the applicable Equipment Schedule to delete the Damaged Equipment and add the replacement equipment or (c) Lessee has failed to pay the applicable Prepayment Price, then Lessor may, at its sole discretion, declare the applicable Prepayment Price of the Damaged Equipment, to be immediately due and payable from the Net Proceeds and any other legally available or proper appropriated funds. The Net Proceeds of insurance with respect to the Damaged Equipment shall be made available by Lessor to be applied to discharge Lessee's obligation under this Section.

ARTICLE VIII. OTHER OBLIGATIONS OF LESSEE

Section 8.1. Maintenance of Equipment. Lessee shall notify Lessor in writing prior to moving the Equipment to another address and shall otherwise keep the Equipment at the address specified in the related Equipment Schedule. Lessee shall, at its own expense, maintain the Equipment in proper working order and shall make all necessary repairs and replacements to keep the Equipment in such condition including compliance with State and federal laws. Any and all replacement parts must be free of encumbrances and liens. All such replacement parts and accessories shall be deemed to be incorporated immediately into and to constitute an integral portion of the Equipment and as such, shall be subject to the terms of this Agreement.

Section 8.2. Taxes. Lessee shall pay all taxes and other charges which are assessed or levied against the Equipment, the Rental Payments or any part thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor, except as expressly limited by this Section. Lessee shall pay all utilities and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body that may be secured by a lien on the Equipment. Lessee shall not be required to pay any federal, state or local income, succession, transfer, franchise, profit, excess profit, capital stock, gross receipts, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Section 8.3. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the Default Rate from the date of the advance to the date of repayment.

ARTICLE IX. TITLE

Section 9.1. Title. Except as may be modified on any Schedule hereto or solely if and to the extent as required by any laws of the State, during the Lease Term, ownership and legal title of all Equipment and all replacements, substitutions, repairs and modification shall be in Lessee and Lessee shall take all action necessary to vest such ownership and title in Lessee. Lessor does not own the Equipment and by this Agreement and each Lease is merely financing the acquisition of such equipment for Lessee. Lessor has not been in the chain of title of the Equipment, does not operate, control or have possession of the Equipment and has no control over the Lessee or the Lessee's operation, use, storage or maintenance of the Equipment.

Section 9.2. Security Interest. Lessee hereby grants to Lessor a continuing, first priority security interest in and to the Equipment, all repairs, replacements, substitutions and modifications thereto and all proceeds thereof (including without limitation any Net Proceeds, warranty payments and guaranteed energy or other savings payments) and in the Escrow Account (if any) in order to secure Lessee's payment of all Rental Payments and the performance of all other obligations. Lessee hereby authorizes Lessor to prepare and file such financing statements and other such documents to establish and maintain Lessor's valid first priority lien and perfected security interest. Lessee will join with Lessor in executing such documents and will perform such acts as Lessor may request to establish and maintain Lessor's valid first priority lien and

perfected security interest. If requested by Lessor, Lessee shall obtain a landlord and/or mortgagee's consent and waiver with respect to the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment, and maintain such markings during the Lease Term, to clearly disclose Lessor's security interest in the Equipment. Upon termination of a Lease through exercise of Lessee's option to prepay pursuant to Article V or through payment by Lessee of all Rental Payments and other amounts due with respect to an Equipment Group, Lessor's security interest in such Equipment Group shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request (at the sole cost and expense) to evidence the termination of Lessor's security interest in such Equipment Group.

Section 9.3. Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will change or impair the originally intended value, function or use of the Equipment.

Section 9.4. Personal Property. Except as permitted by Lessor in writing in connection to any Equipment Schedules, the Equipment is and shall at all times be and remain personal property and not fixtures.

ARTICLE X. WARRANTIES

Section 10.1. Selection of Equipment. Each Vendor and all of the Equipment have been selected by Lessee. Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, the acceptance by any Vendor or its sales representative of any order submitted, or any delay or failure by such Vendor or its sales representative to manufacture, deliver or install any Equipment for use by Lessee.

Section 10.2. Vendor's Warranties. Lessor hereby assigns to Lessee for and during the related Lease Term, all of its interest, if any, in all Vendor's warranties, guarantees and patent indemnity protection, express or implied issued on or applicable to an Equipment Group, and Lessee may obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor has no obligation to enforce any Vendor's warranties or obligations on behalf of itself or Lessee.

Section 10.3. Disclaimer of Warranties. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, AND MANUFACTURE SELECTED BY LESSEE. LESSEE ACKNOWLEDGES THAT IT SELECTED THE EQUIPMENT WITHOUT ASSISTANCE OF LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR IS NOT A MANUFACTURER OF THE EQUIPMENT OR A DEALER IN SIMILAR EQUIPMENT, AND DOES NOT INSPECT THE EQUIPMENT BEFORE DELIVERY TO LESSEE. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT OR LESSEE'S USE OF THE EQUIPMENT.

ARTICLE XI. ASSIGNMENT AND SUBLEASING

Section 11.1. Assignment by Lessor. Lessor, with Lessee's consent, which shall not be unreasonably withheld or delayed, may assign and reassign all of Lessor's right, title and/or interest in and to this Agreement or any Lease, including, but not limited to, the Rental Payments and other amounts payable by Lessee and Lessor's interest in the Equipment, in whole or in part to one or more assignees or subassignee(s) by Lessor at any time. No such assignment shall be effective as against Lessee unless and until written notice of the assignment is provided to Lessee. When presented with a notice of assignment, Lessee will acknowledge in writing receipt of such notice for the benefit of Lessor and any assignee. Lessee shall keep a complete and accurate record of all such assignments.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Agreement nor any Lease or any Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The occurrence of any of the following events shall constitute an Event of Default under this Agreement and each Lease:

- (a) Lessee's failure to pay, within ten (10) days following the due date thereof, any Rental Payment or other amount required to be paid to Lessor (other than by reason of Non-Appropriation).
- (b) Lessee's failure to maintain insurance as required by Article VII.
- (c) With the exception of the above clauses (a) & (b), Lessee's failure to perform or abide by any condition, agreement or covenant for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration.
- (d) Lessor's determination that any representation or warranty made by Lessee in this Agreement was untrue in any material respect upon execution of this Agreement or any Equipment Schedule.

- (e) The occurrence of an Event of Taxability and Lessee's failure to comply with the provisions of Section 6.3(b).
- (f) The filing of a petition in bankruptcy by or against Lessee, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental functions or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

Section 12.2. Remedies on Default. Upon the occurrence of any Event of Default, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies:

(a) Lessor, with or without terminating this Agreement or any Lease, may declare all Rental Payments immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable, together with interest at the Default Rate, but solely from properly appropriated, legally available, or other funds designated for such purposes (e.g. insurance proceeds, warranty payments, self-insurance, reserve or sinking funds, etc.).

(b) Lessor, with or without terminating this Agreement or any Lease, may repossess any or all of the Equipment by giving Lessee written notice to deliver such Equipment in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where such Equipment is kept and take possession of such Equipment and charge Lessee for all actual and reasonable accrued costs incurred, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession except those resulting from Lessor's gross negligence or willful misconduct. If the Equipment or any portion has been destroyed, Lessee shall pay the applicable Prepayment Price of the destroyed Equipment as set forth in the related Payment Schedule, but solely from properly appropriated, legally available, or other funds designated for such purposes (e.g. insurance proceeds, warranty payments, self-insurance, reserve or sinking funds, etc.). Regardless of the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year.

(c) If Lessor terminates this Agreement and/or any Lease and, in its discretion, takes possession and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all reasonable and actual costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all reasonable and actual expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the applicable Prepayment Prices of the Equipment Groups; (v) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect; and (vi) interest on any of the foregoing at the Default Rate. Any disposition proceeds remaining after the requirements of Clauses (i), (ii), (iii), (iv), (v) and (vi) have been met shall be paid to Lessee.

(d) Lessor may take any other remedy available, at law or in equity, with respect to such Event of Default, including those sounding in mandamus, specific performance/enforcement, or otherwise requiring Lessee to perform any of its obligations or to pay any moneys due and payable to Lessor, and Lessee shall pay the actual reasonable attorneys' fees and other costs and expenses incurred by Lessor in enforcing any remedy permitted and exercise hereunder together with interest at the Default Rate.

(e) Each of the foregoing remedies is cumulative and may be enforced separately or concurrently. All monetary damages and/or payment remedies set forth in this Section 12, shall be payable solely from properly appropriated, legally available, or other funds designated for such purposes (e.g. insurance proceeds, warranty payments, self-insurance, reserve or sinking funds, etc.). In no event shall the rights and remedies herein constitute a debt, illegal or unconstitutional undertaking of the Lessee or its governing body.

Section 12.3. Return of Equipment: Release of Lessee's Interest. Upon termination of any Lease prior to the payment of all related Rental Payments or the applicable Prepayment Price (whether as result of Non-Appropriation or Event of Default), Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Article VIII; (b) if deinstallation, disassembly or crating is required, cause such Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) return such Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to return such Equipment in the manner designated, Lessor may repossess the Equipment without demand or notice and without court order or legal process and charge Lessee the costs of such repossession. Upon termination of this Agreement in accordance with Article III or Article XII hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor. Lessee shall have no further interest therein. Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

Section 12.4 Late Charge. Lessor shall have the right to require late payment charge for each Rental or any other amount due hereunder which is not paid within 10 days of the date when due equal to the lesser of 5% of each late payment or the legal maximum. For any Rent Payment and other amount not paid within 30 days of the due date, Lessor shall have the right to resume interest thereof at the Default Rate which shall accrue from the due date. This Section is

only applicable to the extent it does not affect the validity of this Agreement.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

Section 13.1. Notices. All written notices to be given under this Agreement shall be given by mail to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or, if given by other means, when delivered at the address specified in this Section 13.1.

Section 13.2. Binding Effect. This Agreement and each Lease hereunder shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to which Lessor has assigned its right to receive Rental Payments under any Lease.

Section 13.3. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.4. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

Section 13.5. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions; Articles, Sections or Clauses hereof.

Section 13.6. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement. Lessee hereby authorizes Lessor to file any financing statement or supplements thereto as may be reasonably required for correcting any inadequate description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement.

Section 13.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.8. Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Equipment Schedule, in no event shall this Agreement or any Lease hereunder require the payment or permit the collection of Interest or any amount in the nature of Interest or fees in excess of the maximum amount permitted by applicable law. Any such excess Interest or fees shall first be applied to reduce Principal, and when no Principal remains, refunded to Lessee. In determining whether the Interest paid or payable exceeds the highest lawful rate, the total amount of Interest shall be spread through the applicable Lease Term so that the Interest is uniform through such term.

Section 13.9. Lessee's Performance. A failure or delay of Lessor to enforce any of the provisions of this Agreement or any Lease shall in no way be construed to be a waiver of such provision.

Section 13.10. Reserved.

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EXECUTION PAGE OF MASTER LEASE AGREEMENT


LEASE NUMBER _____


IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

STATE OF NH – DRED
Lessee



SIGNATURE PUBLIC FUNDING CORP.
Lessor

By: 
Name: Jeffrey Rose
Title: Commissioner
Date: 11/23/16

By: 
Name: Donald S. Keough
Title: Senior Managing Director
Date: _____

Address: 172 Pembroke Rd
Concord NH 03301

Address: 600 Washington Avenue, Suite 305
Towson, MD 21204

Telephone: 603-271-2411
Facsimile: 603-271-2629

Telephone: 410-704-0027
Facsimile: 646-927-4005

Invoices:

Mail please [30] days prior to: Due date of payment

E-mail please [30] days prior to: Due date of payment

Address: 172 Pembroke Rd Concord NH 03301

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. You acknowledge and agree to cooperate with any information that may be requested by us in order to comply with the United States Patriot Act, OFAC and/or BSA regulations. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Counterpart No. 1 of 4 manually executed and serially numbered counterparts. To the extent that this Master Agreement constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.