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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doi

Steven J. Kelleher
Acting Commissioner

March 23, 2015

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) to enter into a finance agreement in the amount of \$533,527.04 with Banc of America Public Capital Corp., of Chicago, IL (Vendor # 227709), for the purpose of procuring Cisco routers and other networking equipment supplied by ePlus Technology, Inc. to support the New Hampshire State Liquor Commission (NHSLC) retail store and headquarters operations, effective upon Governor and Council approval through April 13, 2019.

100% Other (Agency Class 27) funds: The Agency Class 27 funds used by NHSLC to reimburse DoIT for this work are 100% Liquor Enterprise Funds. Funds are anticipated to be available in SFY 2016 through SFY 2019 contingent upon the appropriation of funds in future operating budgets, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

SFY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT
	CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC		
2016	01-03-03-030010-76770000- DoIT- IT for Liquor 022-500256 – Equipment Lease	03770021	\$133,381.76
2017	01-03-03-030010-76770000- DoIT- IT for Liquor 022-500256 – Equipment Lease	03770021	\$133,381.76
2018	01-03-03-030010-76770000- DoIT- IT for Liquor 022-500256 – Equipment Lease	03770021	\$133,381.76
2019	01-03-03-030010-76770000- DoIT- IT for Liquor 022-500256 – Equipment Lease	03770021	\$133,381.76
	TOTAL		\$533,527.04

EXPLANATION

The contract with Banc of America is to have the bank act as the Secured Party to finance the purchase price of networking equipment from ePlus Inc., of Westwood, MA (ePlus). The equipment shall be owned by the State and located at the New Hampshire Liquor Commission (NHSLC) headquarters and at its retail store locations around the State. State payment to the bank shall begin on July 13, 2015 and end on April 13, 2019. Upon acceptance of the equipment from ePlus by the State, Banc of America will make a payment to ePlus in the amount of \$507,107.63. The State will incur financing charges of \$26,419.41 over the life of the agreement with Banc of America at an interest rate of 2.41%.

The existing network communications equipment servicing the NH Liquor Commission's retail locations are no longer supported by their respective manufacturers. This finance agreement enables NHSLC to replace obsolete equipment within the Point-of-Sale network and mitigate risks posed in several areas of their operation:

1. PCI Compliance

The Payment Card Industry Data Security Standard (PCI DSS) is a set of requirements designed to ensure that ALL entities that process, store or transmit credit card information maintain a secure environment. Where equipment and software are not supported in the cardholder environment (*retail stores that accept credit card payments*) it is deemed non-Payment Card Industry (PCI) compliant and mitigation or resolution must be provided to ensure the NHSLC and the State meet their requirements for reporting to the bank; maintaining compliance; reducing security threats and protecting cardholder data as much as possible. In addition, the State of New Hampshire Executive Branch is considered a single entity even though it has many agencies taking credit cards for payment. Non-compliance by one agency deems all other agencies non-compliant as well.

2. VoIP Cluster Migration

VoIP is an acronym for Voice over Internet Protocol, or in more common terms phone service over the Internet. New Hampshire State Liquor Commission was the first agency to utilize VoIP throughout its infrastructure prior to the implementation of the statewide VoIP system deployed by the Department of Safety Telecommunications Unit (Telecom). Its aged infrastructure is no longer supported by the manufacturers and poses an imminent risk of system failure. If the VoIP service for the retail stores fails, there is a strong possibility that neither DoIT nor Telecom will have the ability to bring VoIP services back online. Telecom has strongly advised that the New Hampshire State Liquor Commission consolidate its VoIP services on the new statewide VoIP infrastructure for service and support purposes, as well as consolidate on a single platform for all agencies. In addition to being obsolete, the current hardware will not fit on the new VoIP infrastructure. The communications equipment requested in this agreement will support the requirement to migrate to VoIP statewide services.

3. Carrier Ethernet Services

Carrier Ethernet Services (CES) is high speed Ethernet for Metro Area Networks. Ethernet is a common protocol comprised of a series of wires, devices, and software connected to computers that allow them to talk to each other in an office or around the world. CES allows Ethernet services for locations to be decreased or increased based upon a site's requirements for bandwidth. This also allows for a more stable environment for providing services such as networking, VoIP, and future requirements for offsite law enforcement, technology services and telecommunications services. NHSLC plans to utilize the new networking equipment procured under this agreement to implement the new CES technology in support of its retail store. NHSLC estimates that it will realize a savings of \$9,000 per month.

The Department of Information Technology and the New Hampshire State Liquor Commission deem this procurement to be very important as it is the heart of the Liquor Commission's communications system throughout the 77 store locations, and for other State services required for conducting business. Failure to deploy this equipment will have an impact on statewide PCI compliance; the ability to receive payments from credit cards, debit cards and gift cards; and the availability of email and telephone services that are critical for general operations and public and staff safety.

Respectfully submitted,



Steven J. Kelleher
Acting Commissioner

SJK/ltn
2015-128
A&E RID #16901



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
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Steven J. Kelleher
Acting Commissioner

March 23, 2015

Joseph W. Mollica
Chairman
New Hampshire State Liquor Commission
50 Storrs Street
Concord, NH 03301-0503

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a Lease Purchase Agreement with Banc of America Public Capital Corp., of Chicago, IL. (Vendor # 227709), for the purpose of leasing equipment to support store communications and networking, as described below and referenced as DoIT No. 2015-128.

The purpose of this Lease Purchase Agreement is to enable the New Hampshire State Liquor Commission by updating and replacing the network communication equipment to accommodate multiple statewide projects. The project includes PCI compliance, VoIP Cluster Migration and Carrier Ethernet Services. It is not feasible to delay the purchase of this essential equipment as it is the heart of the Liquor Commission's communications systems throughout the 77 store locations, and for other State services required for conducting business. At the end of the lease-purchase term, the equipment will be state owned. This Lease Purchase Agreement includes funding for \$533,527.04, effective upon the date of Governor and Executive Council approval through April 13, 2019.

A copy of this letter should accompany the New Hampshire State Liquor Commission's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Steven J. Kelleher".

Steven J. Kelleher

SJK/mh
Contract #2015-128
RID 16901

cc: Leslie Mason, DoIT

NH State Treasury Agency Lease Questionnaire
CHAPTER 6
STATE TREASURER AND STATE ACCOUNTS
State Leases

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. ***(emphasis added)***

Please read RSA 6:35 to familiarize yourself with the statutory requirements for State of New Hampshire lease transactions. In order to provide a brief overview of the asset and financing arrangement, please submit responses for the following items:

The contract with Banc of America is to have the bank act as the Secured Party to finance the purchase price of networking equipment from ePlus Inc., of Westwood, MA (ePlus). The equipment shall be owned by the State and located at the New Hampshire Liquor Commission (NHLC) headquarters and at its retail store locations around the State. State payment to the bank shall begin on July 13, 2015 and end on April 13, 2019. Upon acceptance of the equipment from ePlus by the State, the Banc of America will make a payment to ePlus in the amount of \$507,107.63. The State will incur financing charges of \$26,419.41 over the life of the agreement with Banc of America at an interest rate of 2.41%.

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.

100% Other (Agency Class 27) funds: The Agency Class 27 funds used by NHSLC to reimburse DoIT for this work are 100% Liquor Enterprise Funds. Funds are anticipated to be available in SFY 2016 through SFY 2019 upon the appropriation of funds in future operating budgets, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

SFY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	Logical Link	AMOUNT
CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC				
2016	01-03-03-030010-76770000- DoIT- IT for Liquor 022-500256 – Equipment Lease	03770021	166	\$133,283.48
2017	01-03-03-030010-76770000- DoIT- IT for Liquor 022-500256 – Equipment Lease	03770021	166	\$133,283.48
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2019	01-03-03-030010-76770000- DoIT- IT for Liquor 022-500256 – Equipment Lease	03770021	166	\$133,283.48
TOTAL				\$533,527.04

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 Bank of America payment schedule and interest rate has been submitted to the Department of Treasury's bond counsel, Locke & Lord for consideration.

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, the Department of Justice Attorney, Brian Buonamano, negotiated the legal terms of the lease with the Bank of America. Brian can be reached at (603) 271-3650 or brian.buonamano@doj.nh.gov.

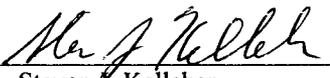
The Department of Administrative Services Business Supervisor, Teri Blouin has also reviewed the lease. She can be reached at (603) 271-1447 or teri.blouin@nh.gov.

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 & Council approval to open the State bank account been obtained? (Attach appropriate documentation for the escrow agreement, if needed.)

The funds will be deposited on a Non-Notional Interest Bearing account (GL account with the Bank), until the equipment is delivered and accepted. Upon acceptance of the equipment, a Requisition Request and Final Acceptance will be required prior to disbursing the funds. The Non-Notional Interest Bearing Account Letter, Requisition Request and Final Acceptance are included in the package. The signer on the forms will be the acting DoIT Commissioner.

4. 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.

Yes, the Bank of America requires that IRS Form 8038-G is filed appropriately. State Treasury and the bond counsel have been provided the financing information for the lease.

Submitted by:  Position Title/Agency: DoIT Acting Commissioner
Steven F. Kelleher

Phone/Email: (603) 223-5748 steven.kelleher@doit.nh.gov

Date: 3/25/2015

Reviewed/Approved: 
State Treasury
Date: 3-25-15

March 23, 2015

MS. CHRISTIANA GOODWIN
DIRECTOR OF AGENCY SOFTWARE
STATE OF NEW HAMPSHIRE,
NEW HAMPSHIRE DEPARTMENT
OF INFORMATION TECHNOLOGY
27 HAZEN DRIVE
CONCORD, NEW HAMPSHIRE, 03301

RE: LEASE SCHEDULE NO. 500-3155859-000 DATED APRIL 8, 2015 TO MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. 3155859 DATED APRIL 8, 2015 BETWEEN BANC OF AMERICA PUBLIC CAPITAL CORP (LESSOR) AND STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY (LESSEE)

Dear MS. CHRISTIANA GOODWIN:

Enclosed please find the following documents to be executed on behalf of the Lessee:

1. **Master Equipment Lease/Purchase Agreement No. 3155859** – execute where indicated
2. **Lease Schedule No. 500-3155859-000** – complete location, fiscal period, and execute
3. **Certificate of Acceptance (final)** - hold until all equipment is delivered and installed
4. **Essential Use Certificate** – to be typed on lessee's letterhead and executed
5. **Self-Insurance letter** - If you are self-insured, have this letter retyped on your letterhead, completed and executed by the Lessee risk manager
6. **Customer to provide evidence of approval and authority**
7. **Non-Notional Interest Bearing Account Letter**– execute where indicated
8. **Final Certificate of Acceptance, Equipment List, and Requisition Request** – these are to be completed and returned to Lessor when the equipment has been delivered and you are requesting payment to the vendor.
9. **UCC Financing Statements** – UCC's will be file with NEW HAMPSHIRE SOS
10. **Lessee Information Sheet** – complete any applicable information
11. **Exhibit C – Software Addendum** (if applicable) – execute where indicated; INTENTIONALLY DELETED
12. **W-9** – complete and execute
13. **IRS form 8038-G** Information Return: Please use the attached form and the attached instructions, including the instructions on where and when to file this information return, based on the lease's issue date. In order to complete the form you will need the following factual information: the date of issue (or issue date) is **April 13, 2015**, the final maturity date is **April 13, 2019**, the issue price is **\$507,107.63**, and the weighted average maturity is **4.00** years, and the yield (or tax-exempt rate) is **2.41%%**. Please provide a **copy** of the completed form 8038-G, **PLEASE NOTE: original IRS form needs to be completed and filed with the IRS according to the filing instructions;**
14. **Sales and Use Tax Exemption Certificate** – provide your exemption certificate, if you are exempt from Sales and Use Tax

Once all documents are executed, please e-mail a PDF copy to e-mail; maria.a.herrera@baml.com and overnight the originals via Federal Express at the address below.

Maria A. Herrera
AVP, Senior Operations Consultant
Banc of America Leasing & Capital, LLC
135 S. LaSalle Street
Mail Stop IL4-135-10-12
Chicago, IL 60603
(p) 312.828.3564
(f) 312.453-3208

MS. CHRISTIANA GOODWIN
March 23, 2015
Page 2

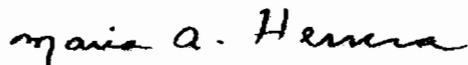
In addition, please be aware that the rate expiration for this transaction is April 13, 2015. We would like to fund this transaction on April 13, 2015. Therefore, I will need to have all the executed documents back by Friday, April 10, 2015 to prepare for funding.

If you have any questions, please do not hesitate to call me at (312) 828-3564.

Thank you for your assistance.

Very truly yours,

Banc of America Leasing and Capital, LLC



Maria A. Herrera
AVP Senior Operations Consultant

Enclosures

BANC OF AMERICA PUBLIC CAPITAL CORP
MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3155859**
FOR

STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

DOCUMENT INDEX

1. Master Equipment Lease/Purchase Agreement
 - Exhibit A Lease Schedule
 - Exhibit A-1 Final Certificate of Acceptance
 - Exhibit A-2 IRS Form 8038-G
 - Exhibit A-3 Essential Use Letter
 - Exhibit A-4 Self Insurance Letter
 - Exhibit A-5 Copy of Authorizing Resolution
 - Exhibit A-6 Form UCC-1
 - Exhibit B Approval and Authority
 - Exhibit C Software Addendum (if applicable) – INTENTIONALLY DELETED

OTHER:

1. Non-Notional Interest Bearing Account Letter
2. Final Certificate of Acceptance
3. Requisition Request
4. UCC Attachment
5. Information Sheet
6. W-9 FORM

Master Equipment Lease/ Purchase Agreement (State and Municipal)

Master Agreement Number: 3155859

The words YOU and YOUR refer to the Lessee. The words WE, US and OUR refer to the Lessor, BANC OF AMERICA PUBLIC CAPITAL CORP

Customer Contact Information

Lessee Full Legal Name STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY					
Contact Person MS. CHRISTIANA GOODWIN	Contact Phone No. (603) 230-3456	Contacts Fax No. (603) 271-8460	Federal Tax ID #	State of Organization	
Address 27 HAZEN DRIVE	City CONCORD	County	State NEW HAMPSHIRE	Zip 03301	

Lease/Purchase Agreement

THIS MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT No. 3155859 (the or this "Agreement") is made as of April 8, 2015, by and between BANC OF AMERICA PUBLIC CAPITAL CORP, as lessor ("Lessor"), and STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY as lessee ("Lessee").

In consideration of the mutual covenants, terms and conditions hereinafter contained, Lessee hereby agrees to acquire, purchase and lease all the equipment identified in each Lease Schedule ("Equipment") in substantially the form attached to this Agreement as Exhibit A that may from time to time be executed by Lessor and Lessee pursuant hereto (herein individually referred to as a "Schedule"), and Lessor hereby agrees to furnish the Equipment under each Schedule to Lessee, all on the terms and conditions set forth in this Agreement. Each Schedule executed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent Lease (described below). When used herein the term "Lease" means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule, together with the Exhibits attached to each such Schedule. A Software Addendum to this Agreement, in the form attached hereto as Exhibit C, shall be executed by the parties in conjunction herewith and shall be applicable whenever any of the Equipment on a Schedule is "Licensed Software", as defined in the Software Addendum.

This Agreement is not a commitment by Lessor to enter into any Lease not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

Terms/Conditions

1. TERM. (a) Commencement of Term. This Agreement shall be effective, and the parties' obligations hereunder shall arise, as of the date of New Hampshire Governor and Council approval hereof. The term of this Agreement shall commence on the date set forth above and will continue so long as any amount remains unpaid under a Lease. The original term of each Lease begins as of the date identified in such Lease and shall terminate on the last business day of Lessee's then current fiscal year in which such Lease is executed and delivered (such period being hereinafter referred to as the "Original Term"). (b) Renewal of Term. Subject to the provisions of Section 10 hereof and subsection (e) of this Section, the Original Term of each Lease will be automatically and successively renewed at the end of the Original Term under the same terms and conditions for successive renewal periods ("Renewal Terms"), with the last of such Renewal Terms to end on the last day of the Full Lease Term, as specified on each Schedule executed by Lessee. (c) Termination of Term. The term of each Lease will terminate upon the earliest to occur

of any of the following events: (1) The expiration of the Original Term or any Renewal Term under such Lease and the nonrenewal thereof in accordance with the terms and conditions of this Agreement; (2) The purchase of the Equipment subject to such Lease by Lessee under the provisions of Section 8(c) or 10 of this Agreement; (3) A default under such Lease by Lessee and Lessor's election to terminate Lessee's rights therein under Section 13 of this Agreement; or (4) The payment by Lessee of all rental payments to be paid by Lessee under such Lease with respect to the Equipment. (d) Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of subsection (e) of this Section, to continue the term of the Leases hereunder through the Original Term and all Renewal Terms for the respective Full Lease Term and to pay the rental payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all rental payments under the Leases for the respective Full Lease Term of each Lease can be obtained and further intends to do all things lawfully within its power to obtain appropriated funds for the payment of all rental payments required to be paid under the Leases in each next succeeding Renewal Term and to maintain such funds from which the rental payments may be made. (e) Nonappropriation. In the event that sufficient funds are not appropriated for the payment of all rental payments required to be paid under all Leases in the next succeeding Renewal Term, then the Leases shall terminate at the end of the Original Term or the then current Renewal Term, as the case may be, and Lessee shall not be obligated to make payment of the rental payments provided for in the Leases beyond the then current term. Lessee agrees to give notice to Lessor of such termination at least 60 days prior to the end of the then current term or, if nonappropriation has not occurred by that date, promptly upon the occurrence of nonappropriation. If the Leases are terminated under this subsection, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the Equipment under all Leases to Lessor at such location in the continental United States as is specified by Lessor, in the condition required by Section 5(b) hereof, on or before the effective date of termination.

2. RENTAL PAYMENTS. (a) Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay rental payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee. (b) Payment of Rental Payments. Lessee shall pay rental payments for the Equipment identified in each Schedule exclusively from legally available funds, in lawful money of the United States of America, to Lessor in the amounts and on the rental payment due dates set forth in the pertinent Schedule without notice. In the event that any rental payment due under any Lease is not received by Lessor on or before the due date thereof, Lessee agrees to pay a late charge determined on the basis of accrued interest on the delinquent amount at the rate of 1% per month (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law) from the date of delinquency to the date that such rental payment is received by Lessor. (c) Interest and Principal Components. As set forth in each Schedule, a portion of each rental payment is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal. (d) Rental Payments to Be Unconditional. The obligation of Lessee to make rental payments under each Lease, and to perform and observe the covenants and agreements contained in this Agreement, shall be absolute and unconditional in all events, except as expressly provided in this Agreement including particularly Section 1(e) hereof. Lessee shall not assert any right of setoff, counterclaim or abatement against its obligations under any Lease, including (without limitation) by reason of Equipment failure, disputes with the vendor(s) or manufacturer(s) of the Equipment or Lessor, accident or any unforeseen circumstances. (e) Allocation of Rental Payments. Rental payments payable pursuant to each Lease shall be allocated to the Equipment

subject to such Lease (in each case, pro rata based upon the respective capital cost of the items of such Equipment) as follows: (i) first, among the items of Equipment with the shortest estimated useful lives, and (ii) thereafter, among the items of Equipment with the relatively longer useful lives, in each case to reflect the respective fair rental value of each item of Equipment leased hereunder for its respective useful life.

3. REPRESENTATIONS AND COVENANTS OF LESSEE. Lessee represents, covenants and warrants to Lessor as follows: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such. (b) Lessee is authorized under the Constitution and laws of the State identified in the pertinent Schedule (the "State") to enter into this Agreement, each Lease and the transactions contemplated thereby and to perform all of its obligations under each Lease. (c) Lessee's name as indicated in the opening paragraph and on the signature page of this Agreement is its true, correct and complete legal name. (d) As evidenced by the Authorizing Resolution attached hereto as Exhibit B, the execution and delivery of this Agreement and each Lease by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, including New Hampshire Governor and Council approval as provided on the attached Exhibit B, and Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement and each Lease. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred, necessary to ensure the enforceability of this Agreement and each Lease against Lessee, and that Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition of the Equipment by Lessee under each Lease. (e) Lessee's present intention is to make rental payments under each Lease for the Original Term and all Renewal Terms applicable thereto as long as it has legally available funds. In that regard, Lessee represents with respect to each Lease that the use and operation of the Equipment under such Lease is essential to its proper, efficient and economic governmental operation. Lessee does not intend to sell or otherwise dispose of the Equipment under any Lease or any interest therein prior to the last rental payment (including all Renewal Terms) scheduled to be paid under the pertinent Lease. With respect to each Lease, Lessee shall cause to be executed an Essential Use of Equipment Letter in substantially the same form as Exhibit A-3 attached hereto. (f) Within 150 days after the end of each fiscal year of Lessee during the term of each Lease, if requested by Lessor, Lessee shall provide Lessor with a copy of its audited financial statements for such fiscal year. Additionally, Lessee shall provide Lessor with budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue such Lease as may reasonably be requested by Lessor. (g) The Equipment under each Lease is, and shall remain during the period such Lease is in force, personal property and when subject to use by Lessee under such Lease will not be or become fixtures. (h) Lessee acknowledges that Lessor is acting only as a financing source with respect to the Equipment under each Lease, which has been selected by Lessee. (i) Lessee will 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 the Agreement and each Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder and thereunder.

4. TITLE TO EQUIPMENT; SECURITY INTEREST. (a) Title to the Equipment. During the term of each Lease, title to the Equipment identified therein shall vest in Lessee, subject to the rights of Lessor under such Lease. In the event of a default as set forth in Section 13 hereof or nonappropriation as set forth in Section 1(e) hereof, title in and to the Equipment under all Leases shall immediately vest in Lessor. (b) Security Interest. To secure the prompt payment and performance as and when due of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority security interest in the Equipment delivered under each Lease, all replacements, substitutions, accessions and proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof. Lessee agrees that with respect to the Equipment delivered under each Lease, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State. Lessee may not dispose of any item of the Equipment delivered under any Lease without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute a part of such Equipment.

5. USE AND MAINTENANCE. (a) Use. Lessee shall use the Equipment under each Lease solely for the purpose of performing one or more governmental functions of Lessee and in a careful, proper and lawful manner consistent with the requirements of all applicable insurance policies relating to such Equipment. Lessee will not change the location of any items of Equipment under any Lease as specified in the applicable Certificate of Acceptance (a form of which is attached hereto as

Exhibit A-1) without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not attach or incorporate the Equipment under any Lease to or in any other item of equipment in such a manner that such Equipment becomes or may be deemed to have become an accession to or a part of such other item of equipment. (b) Maintenance. Lessee, at its own expense, will keep and maintain, or cause to be kept and maintained, the Equipment under each Lease in as good an operating condition as when delivered to Lessee under such Lease, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide all maintenance and service and make all repairs reasonably necessary for such purpose. All replacement parts and accessions shall be free and clear of all liens, encumbrances or rights of others and have a value and utility at least equal to the parts or accessions replaced. Lessee shall not make any material alterations to the Equipment under any Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld. All additions to the Equipment under any Lease which are essential to its operation, or which cannot be detached without materially interfering with such operation or adversely affecting such Equipment's value and utility, shall immediately be deemed incorporated in such Equipment and subject to the terms of such Lease as if originally leased thereunder, and subject to the security interest of Lessor. Upon reasonable advance notice, Lessor shall have the right to inspect the Equipment under each Lease and all maintenance records with respect thereto, if any, at any reasonable time during normal business hours.

6. FEES; TAXES, OTHER GOVERNMENTAL AND UTILITY CHARGES; LIENS. (a) Fees. Lessee shall timely pay all titling, recordation, documentary stamp and other fees whatsoever, whether payable by Lessor or Lessee, arising at any time prior to or during the Full Lease Term of each Lease, or upon or relating to the Equipment under each Lease, the rental payments under each Lease or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment under each Lease and on or relating to each Lease. (b) Taxes, Other Governmental Charges and Utility Charges. The parties contemplate that the Equipment under each Lease will be used for a governmental purpose of Lessee and that the Equipment under each Lease will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment under any Lease is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied during the Full Lease Term of such Lease against or with respect to the Equipment under such Lease, as well as all utility and other charges incurred in the operation and use of the Equipment under such Lease. (c) Liens. Lessee shall keep the Equipment under each Lease free and clear of all liens, levies and encumbrances, except those created under such Lease.

7. INSURANCE. (a) Casualty Insurance. At its own expense, Lessee shall throughout the term of each Lease keep the Equipment thereunder insured against loss or damage due to fire and the risks normally included in extended coverage, malicious mischief and vandalism, for not less than the Full Insurable Value of the Equipment. As used herein, "Full Insurable Value" means the full replacement value of the Equipment under a Lease or the Prepayment Amount applicable to the immediately preceding rental payment due date as designated on the pertinent Schedule, whichever is greater. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor and Lessee, as their interests may appear, and Lessee shall utilize its best efforts to have all checks relating to any losses delivered promptly to Lessor. If Lessee insures similar properties against casualty loss by self-insurance, Lessee may satisfy its obligations with respect to casualty insurance under each Lease by means of self-insurance. The Net Proceeds of the insurance required hereby shall be applied as provided in Section 8 hereof. As used herein, "Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deduction of all expenses (including attorneys' fees) incurred in the collection of such claim or award. (b) Liability Insurance. Lessee shall throughout the term of each Lease carry public liability insurance, both personal injury and property damage, covering the Equipment under such Lease in an amount as Lessor may from time to time reasonably require on notice to Lessee. Lessor shall be named as an additional insured with respect to all such liability insurance. Lessee may satisfy its obligations with respect to liability insurance under each Lease through self-insurance. (c) Worker's Compensation. Lessee shall throughout the term of each Lease carry worker's compensation insurance covering all employees working on, in, near or about the Equipment under such Lease, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment under each Lease to carry such coverage throughout the Full Lease Term of such Lease. (d) General Requirements. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage, annually throughout the Full Lease Term of each Lease. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (i) it will give Lessor 30 days' prior written notice of the effective date of any material alteration or cancellation of such policy, and (ii) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies.

8. RISK OF LOSS; DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS. (a) Risk of Loss. Lessee assumes all risk of loss of or damage to the Equipment under each Lease from any cause whatsoever, except for loss or damage caused by gross negligence or intentional wrongful conduct of Lessor or its representatives, and no such loss of or damage to the Equipment under any Lease, defect therein or unfitness or obsolescence thereof, shall relieve Lessee of its obligation to make rental payments or perform any other obligations under such Lease. (b) Damage, Destruction and Condemnation. If prior to the termination of the Full Lease Term of a Lease (i) the Equipment under such Lease or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, or (ii) title to, or the temporary use of, the Equipment under such Lease or any part thereof or the estate of Lessee or Lessor in the Equipment under such Lease or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to subsection (c) of this Section. (c) Use of Net Proceeds. With respect to each Lease, provided that the Equipment under a Lease is not deemed to be a total loss, Lessee shall, at its expense (subject to application of the Net Proceeds), cause the prompt repair, replacement or restoration of the affected Equipment under such Lease. In the event that the Equipment under such Lease is totally destroyed or damaged and Lessee is unable to make arrangements satisfactory to Lessor for the prompt replacement thereof, Lessee shall pay to Lessor, on the rental payment due date next succeeding the date of such loss, the Prepayment Amount applicable to such rental payment due date plus the rental payment due on such date and any other amounts then payable by Lessee under such Lease. Upon such payment, the term of the Lease and the security interest of Lessor in the Equipment under such Lease shall terminate, and Lessee will acquire full and unencumbered title to such Equipment as provided in Section 10 hereof. If Lessee is not then in default under such Lease, any portion of the Net Proceeds in excess of the amount required to pay in full Lessee's obligations as set forth in this subsection (c) shall be for the account of Lessee. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations under such Lease as set forth in this subsection (c), Lessee shall make such payments to the extent of any deficiency, but only from funds legally available for such purpose.

9. DISCLAIMER OF WARRANTIES. LESSOR, NOT BEING A SELLER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE) OF ANY EQUIPMENT UNDER ANY LEASE, NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS AND MAKES TO LESSEE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, INCLUDING, BUT NOT

LIMITED TO: THE FITNESS FOR USE, DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; AND ANY WARRANTY OR WARRANTY AGAINST PATENT INFRINGEMENT OR LATENT DEFECTS, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee. Lessor is not responsible or liable for any direct, indirect, incidental or consequential damage to or losses resulting from the installation, operation or use of the Equipment or any products manufactured thereby. All assignable warranties made by the vendor(s) or manufacturer(s) to Lessor are hereby assigned to Lessee for and during the Full Lease Term of each Lease and Lessee agrees to resolve all such claims directly with the vendor(s) or manufacturer(s). Provided that Lessee is not then in default under a Lease, Lessor shall cooperate fully with Lessee with respect to the resolution of such claims, in good faith and by appropriate proceedings at Lessee's expense. Any such claim shall not affect in any manner the unconditional obligation of Lessee to make rental payments under each Lease.

10. PURCHASE OF EQUIPMENT BY LESSEE; PREPAYMENT. Provided that Lessee is not then in default under any Lease, such Lease will terminate, the security interest of Lessor in the Equipment under such Lease will be terminated and Lessee will acquire title to the Equipment under such Lease free and clear of all liens and encumbrances created by, or arising through or under, Lessor: (a) at the end of the Full Lease Term of such Lease, upon payment in full of all rental payments and other amounts payable by Lessee under such Lease for the Full Lease Term of such Lease; or (b) on any rental payment due date, upon payment by Lessee of the then applicable Prepayment Amount under such Lease as set forth on the pertinent Schedule plus the rental payment due on such date and all other amounts then due by Lessee under such Lease, provided that Lessee shall have given Lessor not less than 30 days' prior written notice of its intent to make such payment.

11. QUIET POSSESSION. Lessor represents and covenants to Lessee that Lessor has full authority to enter into this Agreement and each Lease, and that, conditioned upon Lessee performing all of the covenants and conditions under a Lease, as to claims of Lessor or persons claiming under Lessor, Lessee shall peaceably and quietly hold, possess and use the Equipment under such Lease during the term of such Lease subject to the terms and provisions thereof.

12. ASSIGNMENT; SUBLEASING; INDEMNIFICATION. (a) Assignment by Lessor. Any Lease, and the rights of Lessor thereunder and in and to the Equipment under such Lease and the pertinent Schedule, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assignees with the prior consent of Lessee, which will not be unreasonably withheld. Lessee agrees to make all payments as designated in a notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of such Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assignees. Lessee hereby appoints Lessor and its assigns as its agents to maintain a record of all assignments of this Agreement in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to cause such registration record to be maintained. Lessee agrees to execute all documents, including without limitation Notice and Acknowledgement of Sale of Rental Payments and Assignment of Lease, which may reasonably be requested by Lessor or its assignees to protect their interests in the Equipment under such Lease and in such Lease. (b) No Sale, Assignment or Subleasing by Lessee. This Agreement, any Lease or the interest of Lessee in the Equipment under any Lease may not be sold, assigned, sublet or encumbered by Lessee without the prior written consent of Lessor. (c) Release and Indemnification Covenants.

13. EVENTS OF DEFAULT AND REMEDIES. (a) Events of Default. The following shall be "events of default" with respect to a Lease and the terms "event of default" and "default" shall mean, whenever they are used in a Lease, any one or more of the following events: (1) failure by Lessee to pay any rental payment under such Lease or other payment required to be paid thereunder within 5 days of the due date thereof; or (2) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under such Lease and such failure shall continue unremedied for a period of 30 days after written notice specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; or (3) any certificate, statement, representation, warranty or audit contained in such Lease or theretofore or thereafter furnished with respect to such Lease by or on behalf of Lessee proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or (4) commencement by Lessee of a case or proceeding under the federal bankruptcy laws or filing by Lessee of any petition or answer seeking relief under any existing or future bankruptcy, insolvency or other similar laws or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or (5) a petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar laws shall be filed and not withdrawn or dismissed within 60 days thereafter; or (6) an actual or attempted sale, lease or encumbrance of any of the Equipment under such Lease or any item thereof or any attachment, levy or execution is levied upon or against any of the Equipment under such Lease or any item thereof; or (7) the occurrence of an event of default under any other Lease.

(b) Remedies on Default. Whenever any event of default under a Lease shall have occurred and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies: (1) with or without terminating such Lease, retake possession of the Equipment under such Lease or items thereof and sell, lease or sublease items of the Equipment under such Lease for the account of Lessee, with the net amount of all proceeds received by Lessor to be applied to Lessee's obligations under such Lease, including, but not limited to, all payments due and to become due during the Full Lease Term of such Lease, holding Lessee liable for the excess (if any) of: (i) the rental payments payable by Lessee under such Lease to the end of the Original Term or then current Renewal Term of such Lease (whichever is applicable) and any other amounts then payable by Lessee under such Lease (including but not limited to attorneys' fees, expenses and costs of repossession), over (ii) the net purchase price or rent and other amounts paid by a purchaser, lessee or sublessee of the Equipment under such Lease pursuant to such sale, lease or sublease, provided that the excess (if any) of such amounts over the Prepayment Amount applicable to the last rental payment due date of the Original Term or Renewal Term of such Lease (whichever is applicable) and the amounts referred to in clause (i) shall be paid to Lessee; (2) require Lessee at Lessee's risk and expense promptly to return the Equipment under such Lease to Lessor in the manner and in the condition set forth in Section 5(b) hereof at such location in the continental United States as is specified by Lessor; (3) if Lessor is unable to repossess the Equipment under such Lease for any reason, the Equipment under such Lease shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8 hereof; and (4) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of such Lease, to recover damages for the breach of such Lease or to rescind such Lease as to the Equipment.

(c) No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and as provided in each Lease or now or hereafter existing at law or in equity. Lessor's remedies hereunder and as provided in each Lease may be exercised separately with respect to items of the Equipment under a Lease or in the aggregate with respect to the Equipment under all Leases. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

14. TAX COVENANTS. (a) The parties assume that Lessor can exclude the interest component of the rental payments under each Lease from federal gross income. Lessee covenants and agrees that it will (i) complete and timely file an IRS Form 8038-G (or, if the invoice price of the Equipment under a lease is less than \$100,000, a Form 8038-GC) with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (ii) not permit the Equipment under any Lease to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy the IRS' guidelines for permitted management contracts, as the same may be amended from time to time; and (iii) comply with all provisions and regulations applicable to excluding the interest component of the rental payments under each Lease from federal gross income pursuant to Section 103 of the Code. (b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any rental payment under a Lease from federal gross income because Lessee breached a covenant contained in this Section 14 as provided in such Lease, then Lessee shall pay to Lessor, within 30 days after Lessor notifies Lessee of such determination, the amount which, with respect to rental payments previously paid under such Lease and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all rental payments due under such Lease through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent under such Lease to Lessor on each succeeding rental payment due date in such amount as will maintain such after-tax yield to Lessor. Notwithstanding anything in this subsection (b) or elsewhere in this Agreement to the contrary, any amount payable by Lessee pursuant to this subsection (b) as provided in a Lease shall be payable solely from funds legally available for such purpose and shall be subject to Section 1(e) hereof.

15. LESSOR'S RIGHT TO PERFORM FOR LESSEE. With respect to each Lease, within 10 days of receipt, Lessee shall execute, endorse and deliver to Lessor any deed, conveyance, assignment or other instrument in writing as may be required to vest in Lessor any right, title or power which by the terms of such Lease are expressed to be conveyed or conferred upon Lessor, including, without limitation: (a) Uniform Commercial Code financing statements (including continuation statements), real property waivers; (b) documents and checks or drafts relating to or received in payment for any loss or damage under the policies of insurance required by the provisions of Section 7 hereof to the extent that the same relate to the Equipment under such Lease; and (c) upon an event of default or nonappropriation under any or all Leases or times thereafter as Lessor in its sole and absolute discretion may determine, any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment under any or all Leases in order to vest title in Lessor and transfer possession to Lessor. Further, to the extent permitted by law, Lessee appoints Lessor as its attorney-in-fact for the limited purpose of, and with the full authority to, execute any Uniform Commercial Code financing statements (including continuation statements), which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment under each Lease or for the confirmation or perfection of each Lease and Lessor's rights under each Lease, in the name and on behalf of Lessor, and agrees that photocopies of originally executed Uniform Commercial Code financing statements (including continuation statements) may be filed in the appropriate recordation offices as originals.

16. MISCELLANEOUS. (a) Notices. All notices (excluding billings and communications in the ordinary course of business) under a Lease shall be in writing, and shall be sufficiently given and

served upon the other party if delivered (i) personally, (ii) by United States registered or certified mail, return receipt requested, postage prepaid, (iii) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available; or (iv) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing. (b) Binding Effect. This Agreement and each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. (c) Severability; Survival. Any provision of this Agreement or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or any such Lease, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provision of this Agreement or any Lease prohibited or unenforceable in any respect. The representations, warranties and covenants of Lessee in this Agreement and in each Lease shall be deemed to be continuing and to survive the closing under this Agreement and each Lease. Each execution by Lessee of a Certificate of Acceptance in connection with a Lease shall be deemed a reaffirmation and warranty that there have been no material adverse change in the financial condition of Lessee from the date of execution of this Agreement or such Lease. The obligations of Lessee under Sections 1(e), 6, 12(c) and 14, which accrue during the term of this Agreement and are incorporated into each Lease, shall survive the termination of this Agreement or any Lease. (d) Execution in Counterparts; Chattel Paper. This Agreement and each Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only the counterpart marked "Original" shall constitute chattel paper for purposes of the Uniform Commercial Code. (e) Administrative. Lessee agrees that Lessor or its Assignee may treat executed faxes or photocopies delivered to Lessor as original documents; however, Lessee agrees to deliver original signed documents as requested. Lessee agrees that Lessor may insert the appropriate administrative information to complete this Agreement. Lessor will provide a copy of the final Agreement upon request (f) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. (g) Captions. The captions in this Agreement and each Lease are for convenience of reference only and shall not define or limit any of the terms or provisions of this Agreement or any Lease. (h) Entire Agreement. This Agreement and each Lease (including the Exhibits attached thereto) constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given except that Lessor may insert the serial number and additional description details in any Schedule of any item of Equipment after delivery thereof. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement, any Lease or the Equipment leased under any Lease. Any terms and conditions of any purchase order or other document (with the exception of supplements) submitted by Lessee in connection with this Agreement or any Lease which are in addition to or inconsistent with the terms and conditions of this Agreement or any such Lease will not be binding on Lessor and will not apply to this Agreement or any such Lease. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement and any Lease, understands it, and agrees to be bound by its terms and conditions.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above set forth.

STATE OF NEW HAMPSHIRE,
NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY,
as lessee

By: Steven J. Kelleher

Printed Name: STEVEN J. KELLEHER

Title: ACTING COMMISSIONER

BANC OF AMERICA PUBLIC CAPITAL CORP,
as lessor

By: Ben A. Ulisano (As Agent)

Printed Name: Ben A. Ulisano
Senior Vice President

Title: _____

APPROVAL AS TO FORM SUBSTANCE AND EXECUTION

BY: Brian W. Buonamano

Printed name: Brian W. Buonamano AAG

DATE: 3/26/15

EXECUTIVE COUNCIL APPROVAL ON:

BY: _____

Printed name: _____
New Hampshire Secretary of State

DATE: _____



EXHIBIT A
BANC OF AMERICA PUBLIC CAPITAL CORP
 LEASE SCHEDULE

MASTER EQUIPMENT LEASE-PURCHASE
 AGREEMENT NO.: **3155859**

DATE OF MASTER EQUIPMENT
 LEASE-PURCHASE AGREEMENT: **April 8, 2015**

LEASE SCHEDULE NO.: **500-3155859-000**

DATE OF LEASE SCHEDULE: **APRIL 8, 2015**

COMMENCEMENT DATE: **Date of funding, as confirmed by notice from Lessor to Lessee.**

FULL LEASE TERM: **4 Years From the Date of Lease Schedule.**

Rental payments are payable **QUARTERLY** in **ARREARS** of the period to which they relate. Rental payment due dates will be based on the Commencement Date, and established in Lessor's notification to Lessee of the Commencement Date.

LESSEE: STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

1. DESCRIPTION OF THE EQUIPMENT:

<u>SUPPLIER</u>	<u>QUANTITY</u>	<u>DESCRIPTION OF UNITS OF EQUIPMENT</u>	<u>SERIAL NUMBERS*</u> <u>(IF AVAILABLE)</u>
-----------------	-----------------	--	---

See Preliminary Equipment Description attached hereto and made a part hereof

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: Installed in Retail Location throughout
NH.

* Lessee authorizes Lessor to insert serial numbers and additional description details of Equipment when determined by Lessor as provided in Section 16(g) of the Master Equipment Lease/Purchase Agreement.



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

DATE	PAYMENT	INTEREST	PRINCIPAL	PURCHASE OPTION PRICE*
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See Payment Schedule attached hereto and made a part hereof.

4. For purposes of this Lease, "State" means the State of **NEW HAMPSHIRE**.

5. Lessee's current Fiscal Period extends from July to June.

6. The terms and provisions of the Master Equipment Lease/Purchase Agreement described above (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

7. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in such Master Equipment Lease/Purchase Agreement (particularly Section 3 thereof) are true and correct as though made on the date of execution of this Lease Schedule.

**STATE OF NEW HAMPSHIRE,
NEW HAMPSHIRE DEPARTMENT
OF INFORMATION TECHNOLOGY,**
as lessee

BANC OF AMERICA PUBLIC CAPITAL CORP
as lessor

By: 

By: 

Printed Name: STEVEN J. KELLEHER

Printed Name: **Ben A. Ulisano**
Senior Vice President

Title: ACTING COMMISSIONER

Title: _____

COUNTERPART NO. 1 OF 1 MANUALLY EXECUTED AND SERIALY NUMBERED COUNTERPARTS. TO THE EXTENT THAT THIS LEASE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UNIFORM COMMERCIAL CODE), NO SECURITY INTEREST HEREIN MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

* Assumes all Rental Payments and Additional Payments due on and prior to that date have been paid.



**STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF
INFORMATION TECHNOLOGY
PAYMENT SCHEDULE
500-3155859-000**

PAYMENT NO.	PAYMENT DUE DATE	PAYMENT	INTEREST	PRINCIPAL	PRINCIPAL BALANCE	PURCHASE OPTION PRICE*
Commencement Date:	04/13/2015				507,107.63	NC
1	07/13/2015	33,345.44	3,062.09	30,283.35	476,824.28	478,239.19
2	10/13/2015	33,345.44	2,879.23	30,466.21	446,358.07	447,600.90
3	01/13/2016	33,345.44	2,695.26	30,650.18	415,707.89	416,789.18
4	04/13/2016	33,345.44	2,510.18	30,835.26	384,872.63	385,803.04
5	07/13/2016	33,345.44	2,323.99	31,021.45	353,851.18	354,641.50
6	10/13/2016	33,345.44	2,136.67	31,208.77	322,642.41	323,303.57
7	01/13/2017	33,345.44	1,948.22	31,397.22	291,245.19	291,788.24
8	04/13/2017	33,345.44	1,758.64	31,586.80	259,658.39	260,094.51
9	07/13/2017	33,345.44	1,567.90	31,777.54	227,880.85	228,221.38
10	10/13/2017	33,345.44	1,376.02	31,969.42	195,911.43	196,167.82
11	01/13/2018	33,345.44	1,182.98	32,162.46	163,748.97	163,932.82
12	04/13/2018	33,345.44	988.77	32,356.67	131,392.30	131,515.35
13	07/13/2018	33,345.44	793.39	32,552.05	98,840.25	98,914.37
14	10/13/2018	33,345.44	596.83	32,748.61	66,091.64	66,128.85
15	01/13/2019	33,345.44	399.08	32,946.36	33,145.28	33,157.74
16	04/13/2019	33,345.44	200.16	33,145.28	0.00	0.00
Grand Totals		533,527.04	26,419.41	507,107.63		

* Assumes all Rental Payments and Additional Payments due on and prior to that date have been paid.

STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

500-3155859-000

PRELIMINARY EQUIPMENT DESCRIPTION

**CISCO COMMUNICATIONS EQUIPMENT (ROUTERS AND SWITCHES) AND INSTALLATION
TO BE MORE FULLY DESCRIBED ON THE EPLUS TECHNOLOGY, INC. QUOTE NUMBER
NHDOIT-031615, ATTACHED HERETO AND A MADE A PART HEREOF**



ePlus Technology, Inc
690 Canton St
Westwood, MA 02090
781-615-1341
Steve Low
stevelow@eplus.com

March 20, 2015

Liquor Commission Routers

Quote Number: NHDOIT-032015

Prepared for:
State of New Hampshire
Dept of Information Technology
27 Hazen Drive
Concord, NH 03301

SKU	Description	Qty	List Price Each	List Price Ext	Your Price Each	Your Price Ext	Discount of List
OPTION 3							
C2901-VSEC/K9	Cisco 2901 UC Sec.Bundle PVD3-16 UC&SEC License FL-CUBE10	76	\$ 3,895.00	\$ 296,020.00	\$ 2,044.88	\$ 155,410.50	48%
CON-SNTP-2901VSEC	SMARTNET 24X7X4 Cisco 2901 Voice Sec. 3 YEARS	76	\$ 1,464.00	\$ 111,264.00	\$ 1,137.53	\$ 86,452.13	22%
FL-C2901-WAASX	WAASX Feature License RTU (Paper) for 2901	76	Included	Included	Included	Included	Included
PWR-2901-AC	Cisco 2901 AC Power Supply	76	Included	Included	Included	Included	Included
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	76	Included	Included	Included	Included	Included
FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	152	Included	Included	Included	Included	Included
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	76	Included	Included	Included	Included	Included
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	76	Included	Included	Included	Included	Included
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	76	Included	Included	Included	Included	Included
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	76	Included	Included	Included	Included	Included
SL-29-SEC-K9	Security License for Cisco 2901-2951	76	Included	Included	Included	Included	Included
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	76	Included	Included	Included	Included	Included
WAAS-RTU-1300	WAAS and VWAAS Right to Use for 1300 connections	76	Included	Included	Included	Included	Included
HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	152	Included	Included	Included	Included	Included
SL-29-DATA-APP-K9	DATA features for 2900 series APP license	76	Included	Included	Included	Included	Included
S29UK9-15303M	Cisco 2901-2921 IOS UNIVERSAL	76	Included	Included	Included	Included	Included
SL-29-APP-K9	AppX License with; DATA and WAAS for Cisco 2900 Series	76	\$ 1,000.00	\$ 76,000.00	\$ 525.00	\$ 39,900.00	48%
FL-SRST	Cisco Survivable Remote Site Telephony License	76	Included	Included	Included	Included	Included
FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	76	\$ 650.00	\$ 49,400.00	\$ 341.25	\$ 25,935.00	48%
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	76	\$ 880.00	\$ 66,880.00	\$ 462.00	\$ 35,112.00	48%
VIC3-2FXS/DID	Two-Port Voice Interface Card- FXS and DID	76	\$ 440.00	\$ 33,440.00	\$ 231.00	\$ 17,556.00	48%
PVD3-16U32	PVD3 16-channel to 32-channel factory upgrade	76	\$ 750.00	\$ 57,000.00	\$ 393.75	\$ 29,925.00	48%
WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	76	\$ 3,195.00	\$ 242,820.00	\$ 1,757.25	\$ 133,551.00	45%
CAB-16AWG-AC	AC Power cord 16AWG	76	Included	Included	Included	Included	Included



Exhibit A-1
(To Lease Schedule No. 500-3155859-000
FINAL CERTIFICATE OF ACCEPTANCE

The undersigned, as Lessee under that certain Master Equipment Lease/Purchase Agreement No. 3155859 dated as of April 8, 2015 (the "Agreement") which is incorporated by reference into that certain Lease Schedule No. 500-3155859-000 dated as of April 8, 2015 (the "Lease"), each with BANC OF AMERICA PUBLIC CAPITAL CORP, as lessor ("Lessor"), hereby certifies:

1. The items of the Equipment identified in the Lease (the "Equipment") have been delivered and installed at the location(s) set forth therein.
 2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. 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.
 3. 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 lease with respect to the Equipment.
 4. 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.
 5. The Equipment is covered by insurance in the types and amounts required by the Lease.
 6. No event of default, as such term is defined in the Lease, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.
 7. Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease during Lessee's current fiscal year.
 8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Lease by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.
 9. The following documents are attached hereto and made a part hereof:
 - (a) Equipment List;
 - (b) Original Invoice(s); and
 - (c) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.
- If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2.

STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
as Lessee

By: _____
Name: DENIS GOULET
Title: COMMISSIONER
Date: _____



EXHIBIT A-2
(To Lease Schedule No. **500-3155859-000**)

[ATTACH I.R.S. FORM 8038-G OR 8038-GC, AS APPROPRIATE]

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
 ▶ See separate instructions.
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name State of New Hampshire		2 Issuer's employer identification number (EIN) 02-6000618	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) State Treasury, State House Annex, 25 Capitol Street		Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Concord, New Hampshire 03301		7 Date of issue 04/13/2015	
8 Name of issue General Obligation Lease		9 CUSIP number None.	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) William F. Dwyer, State Treasurer		10b Telephone number of officer or other employee shown on 10a (603) 271-2624	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶ information technology communications equipment	18	507,108
19	If obligations are TANs or RANs, check only box 19a	▶	<input type="checkbox"/>
	If obligations are BANs, check only box 19b	▶	<input type="checkbox"/>
20	If obligations are in the form of a lease or installment sale, check box	▶	<input checked="" type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	04/13/2019	\$ 507,108	\$ N/A	4.00 years	2.4100%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) N/A

22	Proceeds used for accrued interest	22	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	
27	Proceeds used to currently refund prior issues	27	
28	Proceeds used to advance refund prior issues	28	
29	Total (add lines 24 through 28)	29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A

31	Enter the remaining weighted average maturity of the bonds to be currently refunded	▶	_____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	▶	_____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	▶	_____
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	_____

For Paperwork Reduction Act Notice, see separate instructions.

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	0
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	0
b Enter the final maturity date of the GIC ▶ _____		
c Enter the name of the GIC provider ▶ _____		
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	0
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b Enter the date of the master pool obligation ▶ _____		
c Enter the EIN of the issuer of the master pool obligation ▶ _____		
d Enter the name of the issuer of the master pool obligation ▶ _____		
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>		
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b Name of hedge provider ▶ _____		
c Type of hedge ▶ _____		
d Term of hedge ▶ _____		
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input checked="" type="checkbox"/>		
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input checked="" type="checkbox"/>		
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	_____ Signature of issuer's authorized representative	4/13/2015 Date	_____ William F. Dwyer, State Treasurer Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Christie Lombard Martin		4/13/2015		P01449505
	Firm's name ▶ Locke Lord LLP	Firm's EIN ▶ 74-1164324		Firm's address ▶ 111 Huntington Avenue, Boston, Massachusetts 02199	
	Firm's address ▶ 111 Huntington Avenue, Boston, Massachusetts 02199		Phone no. (617) 239-0380		



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Steven J. Kelleher
Acting Commissioner

EXHIBIT A-3
(To Lease Schedule No. **500-3155859-000**)

BANC OF AMERICA PUBLIC CAPITAL CORP
135 S. LaSalle Street
Mail Stop IL4-135-10-12
Chicago, Illinois 60603

Re: Master Equipment Lease/Purchase Agreement No. **3155859** dated as of **April 8, 2015** and Lease Schedule No. **500-3155859-000** dated as of **April 8, 2015**, each between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor, and **STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY**, as lessee - Essential Use of Equipment.

Gentlemen:

This letter is to confirm and affirm that the personal property (the "Equipment") subject to the above-referenced Lease Schedule No. **500-3155859-000** is essential to the governmental functions of **STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY**, as lessee ("Lessee").

The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee.

Very truly yours,
**STATE OF NEW HAMPSHIRE, NEW
HAMPSHIRE DEPARTMENT OF
INFORMATION TECHNOLOGY**

By: 
Printed Name: STEVEN J KELLEHER
Title: ACTING COMMISSIONER



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doit

Steven J. Kelleher
Acting Commissioner

Exhibit A-4
(TO LEASE SCHEDULE No. 500-3155859-000)

BANC OF AMERICA PUBLIC CAPITAL CORP
 135 S. LaSalle Street
 Mail Stop IL4-135-10-12
 Chicago, Illinois 60603

RE: Master Equipment Lease/Purchase Agreement No. **3155859** dated as of **April 8, 2015** and Lease Schedule No. **500-3155859-000** dated as of **April 8, 2015**, each by and between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor, and **STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY**, as lessee - Self-Insurance

Gentlemen:

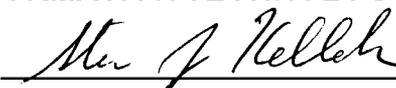
Under the above-referenced Lease Schedule No. **500-3155859-000**, **STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY**, as lessee ("Lessee"), is required to maintain certain insurance policies with respect to the Equipment subject thereto, provided that insurance policies are not required if Lessee has adequate self-insurance. This letter is for the purpose of describing Lessee's self-insurance program.

The State has a self-insurance program. Any liability or costs incurred by the State arising from loss or damage to the Property would be handled as a general obligation of the State.

Pursuant to RSA 541-B:14, I, all claims arising out of any single incident against any agency for damages in tort actions shall be limited to an award not to exceed \$475,000 per claimant and \$3,750,000 per any single incident, or the proceeds from any insurance policy procured pursuant to RSA 507-B, whichever amount is greater: except that no claim for punitive damages may be awarded.

Please do not hesitate to contact me if you have any questions concerning this letter.

Very truly yours,
STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

By: 

Name: STEVEN J. KELLEHER

Title: ACTING COMMISSIONER



Linda M. Hodgdon
Commissioner
(603) 271-3201

STATE OF NEW HAMPSHIRE

Department of Administrative Services
RISK MANAGEMENT UNIT
State House Annex – Room 412
25 Capitol St.
Concord NH 03301

Catherine A. Keane
Director
(603) 271-3180

March 19, 2015

BANC OF AMERICA PUBLIC CAPITAL CORP
135 S. LaSalle Street
Mail Stop IL4-135-10-12
Chicago IL, 60603

RE: Master Equipment Lease/Purchase Agreement No. **3155859** dated April 8, 2015, and Lease Schedule No. **500-3155859-000** dated as of **April 8, 2015**, each by and between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor, and **STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY**, as lessee - Self-Insurance

Dear Sir or Madam:

Under the above referenced Agreement, The State of New Hampshire, Department of Information Technology, as Borrower ("Borrower"), is required to maintain certain insurance policies with respect to the Equipment subject thereto, provided that insurance policies are not required if Borrower has an adequate self-insurance program. This purpose of this letter is to describe the Borrower's self-insurance program.

The State of New Hampshire maintains real property insurance for scheduled state-owned buildings. The insurance carrier is The American Guarantee & Liability Co policy # ERP 5899282-01. The policy term is May 1, 2014 to May 1, 2015. The deductible is \$1,000,000.00 and the blanket policy limits are \$1,052,360,797. There is also a \$10 million limit for flood and earthquake coverage. All State employees are covered by workers' compensation insurance with statutory limits of coverage. The State is self-insured for workers' compensation coverage. The State's third party administrator for workers' compensation claims is Helmsman Management Services, a division of Liberty Mutual, with contract effective dates of July 1, 2012 to July 1, 2015.

Pursuant to RSA 541-B:14, I, all claims arising out of any single incident against any agency for damages in tort actions shall be limited to an award not to exceed \$475,000 per claimant and \$3,750,000 per any single incident, or the proceeds from any insurance policy procured pursuant to RSA 507-B, whichever amount is greater; except that no claim for punitive damages may be awarded. The limits applicable to any action shall be the limits in effect at the time of the judgment or stipulated settlement. The State of New Hampshire does not maintain general liability insurance coverage for its operations. Instead, the State has a self-insurance program. Any liability or costs incurred by the State arising from loss or damage to the Equipment would be handled as a general obligation of the State.

Please do not hesitate to contact me if you have any questions concerning this letter.

THE STATE OF NEW HAMPSHIRE

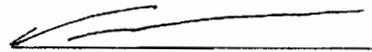
By: 
Name: Jason Dexter
Title: Risk Manager

EXHIBIT A-5
(To Lease Schedule No. **500-3155859-000**)

[ATTACH COPY OF APPROVAL AND AUTHORIZATION, THE ORIGINAL OF WHICH IS ATTACHED TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3155859** AS EXHIBIT B.]



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Steven J. Kelleher
Acting Commissioner

EXHIBIT A-5

BANC OF AMERICA PUBLIC CAPITAL CORP
135 S. LaSalle Street
Mail Stop IL4-135-10-12
Chicago, Illinois 60603

RE: Master Equipment Lease/Purchase Agreement No. **3155859** dated as of **April 8, 2015** and Lease Schedule No. **500-3155859-000** dated as of **April 8, 2015**, each by and between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor, and **STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY**, as lessee - Self-Insurance

Gentlemen:

This letter is to confirm that the Governor and Executive Council approval (the "Approval and Authority") subject to the above referenced Lease Schedule No. **500-3155859-000**, in accordance with the Department of Administrative Services Manual of Procedures Chapter 150, Section IV: Governor and Executive Council (G&C) Approval of Service Contracts, G&C approval shall be required in order for any executive branch agency to enter into service contracts in the amount of \$25,000 or more. Upon approval of this lease by the G&C on April 8, 2015, documentation validating such approval will be forwarded to Lessor.

Very truly yours,

**STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY**

By: 

Name: STEVEN J. KELLEHER

Title: ACTING COMMISSIONER



EXHIBIT A-6
(To Lease Schedule No. **500-3155859-000**)
[Attach Form Ucc-1 With Attachment]

ATTACHMENT TO UCC-1

LESSEE/DEBTOR: **STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY**

LESSOR/SECURED PARTY: **BANC OF AMERICA PUBLIC CAPITAL CORP**

The equipment leased pursuant to that certain Master Equipment Lease/Purchase Agreement No. **3155859** dated as of **April 8, 2015** and Lease Schedule No. **500-3155859-000** dated **April 8, 2015**, by and between Lessor/Secured Party, as lessor, and Lessee/Debtor, as lessee, and all replacements, substitutions and alternatives therefor and thereof and accessions thereto and all proceeds (cash and non-cash), including the proceeds of all insurance policies or condemnation awards, thereof. To the extent any of the "equipment" is "Licensed Software", as defined in the Master Equipment Lease/Purchase Agreement, this financing statement covers Lessee's rights in and to such Licensed Software, and all upgrades, updates, replacements and substitutions therefor and proceeds thereof. The "equipment," including any "Licensed Software, is more fully described below:

CISCO COMMUNICATIONS EQUIPMENT (ROUTERS AND SWITCHES) AND INSTALLATION TO BE MORE FULLY DESCRIBED ON THE EPLUS TECHNOLOGY, INC. QUOTE NUMBER NHDOIT-031615, ATTACHED LEASE SCHEUDLE NO. 500-3155859-000.

EXHIBIT C
SOFTWARE ADDENDUM
INTENTIONALLY DELETED

April 8, 2015

MS. CHRISTIANA GOODWIN
DIRECTOR OF AGENCY SOFTWARE
STATE OF NEW HAMPSHIRE,
NEW HAMPSHIRE DEPARTMENT
OF INFORMATION TECHNOLOGY
27 HAZEN DRIVE
CONCORD, NEW HAMPSHIRE, 03301

RE: LEASE SCHEDULE NO. 500-3155859-000 DATED APRIL 8, 2015 TO MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. 3155859 DATED APRIL 8, 2015 (THE "AGREEMENT") BETWEEN BANC OF AMERICA PUBLIC CAPITAL CORP (LESSOR) AND STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY (LESSEE)

Dear.MS. CHRISTIANA GOODWIN:

WHERE AS, the Agreements referenced above were prepared with the understanding that all the Equipment being financed would be delivered to the Lessee and paid for at the time of closing this transaction. However, we have been advised that not all the items listed in the Equipment Description in Lease Schedule No. 500-3155859-000 (the "Equipment") to the Agreement will be delivered to the Lessee prior to closing this transaction.

WHEREAS, we have been advised that not all the Equipment will be delivered prior to the expiration of the original interest rate on the transaction 2.41%.

NOW THEREFORE, as it is in the best interest of the parties to fund this transaction at the original rate and in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

On the day of closing, all of the proceeds of the Agreement will be placed in a non-notional bearing account with Lessor until the Equipment has been delivered and accepted. Upon delivery of the Equipment, the Lessee will submit a Vendor Invoice, Requisition Request and a Certificate of Acceptance to Lessor with instructions to disburse the funds held with Lessor to the Vendor. This disbursement is anticipated to be completed on or before June 15, 2015. If the Equipment is not all delivered by June 15, 2015, Lessee agrees to enter into an Escrow Agreement, mutually acceptable to Lessee and Lessor to hold lease proceeds in escrow until fully disbursed.

IN WITNESS WHEREOF, each party hereto has caused this letter to be duly executed and delivered as of the date first written above.

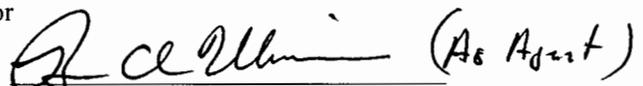
STATE OF NEW HAMPSHIRE,
NEW HAMPSHIRE DEPARTMENT
OF INFORMATION TECHNOLOGY,
as Lessee

By: 

Printed Name: STEVEN J. KELLEHER

Title: ACTING COMMISSIONER

BANC OF AMERICA PUBLIC CAPITAL CORP,
as Lessor

By:  (As Agent)

Printed Name: Ben A. Ulisano
Senior Vice President

Title: _____

REQUISITION REQUEST

The amount shown is due and payable under a purchase order or contract with respect to equipment being leased under that certain LEASE SCHEDULE NO. 500-3155859-000 DATED APRIL 8, 2015 TO MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. 3155859 DATED APRIL 8, 2015 by and between Lessor and Lessee, and has not formed the basis of any prior requisition request.

Payee

Amount

Total requisition amount \$ _____

STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY has submitted to Lender a duly executed Certificate of Acceptance, with attachments.

STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY
Lessee

By: _____

DENIS GOULET

Title: _____

COMMISSIONER

Date: _____

APPROVED:
BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____

Title: _____

Date: _____



BANC OF AMERICA PUBLIC CAPITAL CORP
INFORMATION SHEET

LESSEE NAME: STATE OF NEW HAMPSHIRE, NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

FEDERAL I.D.: 02-600618

BILLING ADDRESS:
Department of Information Technology

Billing Contact

Susan Lefebvre

Street Address or Post Office Box

27 Hazen Drive, Concord 03301, NH

City, State and Zip

603-223-5755

603-271-1516

Phone Number

Fax Number

e-mail address

PHYSICAL ADDRESS (IF DIFFERENT):

Street Address or Post Office Box

City, State and Zip

Require Board Approval for Payments? Yes No

Board Meeting Date? 4/8/2015

Bank of America 
Merrill Lynch

W - 9 FORM

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Bank of America Public Capital Corp	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 2600 W. Big Beaver Road	Requester's name and address (optional)
	6 City, state, and ZIP code Troy, MI 48084	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
OR	
Employer identification number	
4 8 - 1 1 7 3 6 6 4	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>2/19/15</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**SECRETARY'S CERTIFICATE OF
BANC OF AMERICA PUBLIC CAPITAL CORP**

The undersigned, Brad Koster, the Secretary of BANC OF AMERICA PUBLIC CAPITAL CORP ("BAPCC"), a corporation organized and existing under and by virtue of the laws of the State of Kansas, does hereby certify that:

1. The following is a true and complete copy of an excerpt from the BAPCC Agency Agreement (the "Agreement") between BAPCC and Bank of America, National Association ("BANA") dated July 1, 2008, and the same is in full force and effect as of the date hereof:

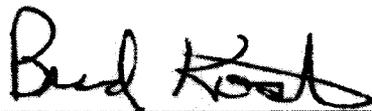
Each Authorized Agent has full power and authority to act alone on behalf of Banc of America Public Capital Corp to do and perform all acts and things, and to execute and deliver all documents, agreements, instruments and certificates of every kind and nature on behalf of Banc of America Public Capital Corp, including but not limited to, one or more agreements, leases, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, guarantees, master agreements, swap agreement, security and pledge agreements, guarantees of signatures, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, powers of attorney and any future modification(s) or amendments thereof, which such execution and delivery to be conclusive evidence that such actions have been duly and specifically authorized and approved by the governing body and appropriate officials of Banc of America Public Capital Corp.

2. The following person has been duly appointed as an authorized agent of BAPCC and the signature set forth opposite his name is the original or a facsimile of the genuine signature of such person:

Ben A. Ulisano



IN WITNESS WHEREOF, I have hereto set my hand on this 19th day of February, 2015.



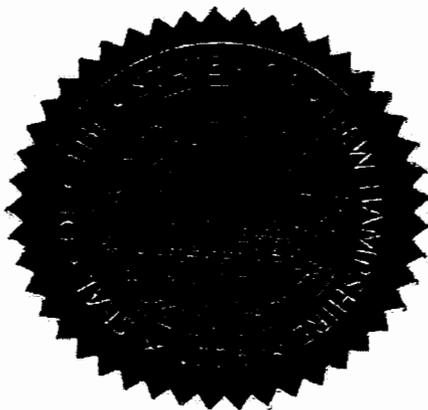
Brad Koster
Secretary

BANC OF AMERICA PUBLIC CAPITAL CORP

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 Banc of America Public Capital Corp a(n) Kansas corporation, is authorized to transact business in New Hampshire and qualified on September 13, 2006. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of February, A.D. 2015

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

William M. Gardner
Secretary of State