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STATE OF NEW HAMPSHIRE
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
 DIVISION of PARKS and RECREATION
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
 WEB: www.nhstateparks.org

October 20, 2014

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

Sole Source

REQUESTED ACTION

1. Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Cannon Mountain to enter into **SOLE SOURCE** addition of Schedule #07 to the previously approved Master Lease Equipment Agreement #09-169 with International Financial Services Corporation (IFSC) (VC# 204372), Libertyville, IL in the total amount of \$272,228. This additional Schedule is for a 4-year lease period for one new Bison Snow Groomer from December 1, 2014 to May 1, 2018. The Governor and Executive Council originally approved the Master Lease Equipment Lease Agreement #09-169 and Schedule #01 on December 9, 2009, Item #46, Schedules #02 and #03 on November 17, 2010, Item #101, Schedule #04 on December 14, 2011, Item #53, Schedule #5 on November 14, 2012, Item #76, and Schedule #6 on November 20, 2013, Item #52. 100% Ski Area Fund
2. Further authorize the Department to enter into a **SOLE SOURCE** extension of Schedule #02 to the previously approved Master Lease Equipment Agreement #09-169 with IFSC in the total amount of \$43,598. This extension Schedule is for an additional 4-year lease period for a Prinoth Trooper from December 1, 2014 through December 1, 2017. The Governor and Executive Council originally approved Schedule #02 on November 17, 2010, Item #101. 100% Ski Area Fund
3. Further authorize the Department to purchase **SOLE SOURCE** the Prinoth Trooper in Schedule #02 to the previously approved Master Lease Equipment Agreement #09-169 from IFSC in the amount of \$1 at the completion of the lease extension on December 1, 2017. 100% Ski Area Fund

Funding is available in account titled, Cannon Mountain, as follows and pending budget approval for Fiscal Years 2016, 2017 and 2018:

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>
03-35-35-351510-37030000-022-500257 Rents-Leases OTS	\$79,579	\$78,749	\$78,749	\$78,750

EXPLANATION

A master 4-year lease agreement to provide a fleet of updated groomers for Cannon was first approved by the Governor and Executive Council on November 10, 1999, Item #66. That lease, then with Bombardier Capital, Inc., provided the option to replace older groomers and keep three used groomers each year. Although that agreement expired in 2003, we have continued the same program with Prinoth, Inc. on an annual basis through financing provided by IFSC and the approval of Governor and Executive Council.

This fleet rotation program has worked very successfully for Cannon Mountain by continually providing a state-of-the-art grooming fleet and a superior on-hill product, and by reducing maintenance costs and capital outlay for outright purchases. Currently, only Prinoth, Inc. and Kassbohrer, Inc. sell snow groomers in this part of the country. Cannon's mountain operations team believes that Prinoth grooming vehicles are far superior in performance, and Prinoth's (approximately) 70% market share in the United States supports that claim. In addition, the mechanics at Cannon are factory trained by Prinoth to service their machines and stock original and aftermarket parts to spec the 4-machine fleet. The Prinoth machines have had excellent service records, and the eastern sales and service team, located in Gilmanton, has provided superior service to its NH customers.



The Department has been using this program for fourteen years, and would like to continue to do so by entering into Schedule #07 for a new Bison Snow Groomer. We would also like to extend Schedule #02 for the lease of a Prinoth Trooper, and to purchase this vehicle at the completion of the lease period. The Department has maintained, and will continue to maintain this vehicle in excellent working condition so that the value is retained. The Trooper is used primarily to haul equipment and personnel around the ski area's trail network, and does far less heavy lifting than its groomer fleet counterparts, thus the ability to renew the lease for a second 4-year term and maintain its condition and value during that timeframe (rather than leasing a new machine at a far higher cost). The one-dollar buyout at the end of this renewal term will allow Cannon to either utilize the machine as a rubber-tracked summer vehicle for its trail crew, or continue its winter use by the snowmaking crew as a secondary carrier, or both. For these reasons, your approval of these 3 **SOLE SOURCE** actions is respectfully requested.

The Attorney General's Office has reviewed and approved the Schedule #07 and related documents as well as the Schedule #02 extension document as to form, substance, and execution.

Respectfully submitted,

Concurred,



Philip A. Bryce
Director



Jeffrey J. Rose
Commissioner

PAB/GMB/lml

INTERNATIONAL FINANCIAL SERVICES CORPORATION

1113 S. Milwaukee Avenue, Suite 301
Libertyville, IL 60048

July 22, 2014

Mr. Jeffrey J. Rose, Commissioner
CANNON MOUNTAIN SKI AREA
Franconia Notch State Park
Franconia, NH 03580

Dear Mr. Rose:

Enclosed is our set of documents for **Schedule #07** in the amount of **\$290,500.00** to MASTER EQUIPMENT LEASE AGREEMENT #09-169 between STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA (LESSEE) and INTERNATIONAL FINANCIAL SERVICES CORPORATION (LESSOR).

To avoid confusion and administrative headaches, we have taken the liberty to date all of the documents July 22, 2014. If you would like to change the date then please feel free to do so, but please make sure all of the documents are dated with the same date.

The documents for this transaction are to be executed as follows:

1. Schedule #07 - please sign and also have executed by the Attorney General's office.
2. Acceptance Notice – *will be sent once the equipment is delivered and accepted in December 2014.*
3. Fair Market Value Purchase Option – please sign and also have executed by the Attorney General's office.
4. Request for Insurance- please sign and provide a copy of the Self Insured Letter.
5. Tax Status Certificate – please sign and forward a TAX EXEMPTION CERTIFICATE.
6. Addendum A – please sign.
7. Addendum B – please sign.
8. Addendum C - please sign.
9. Pre-dated Invoice- please forward a check for **\$68,417.00** due no later than **12.10.2014**.

Approximate Delivery date: X December 1, 2014

Equipment to be located at: X Franconia Notch State Park (Cannon Mountain Ski Area) in Franconia, New Hampshire

****IMPORTANT****

IFS will need personal property coverage for the amount requested \$290,500.00 along with general liability coverage in the amount of \$1,000,000.00 for the full term of the lease.

ACKNOWLEDGED AND AGREED:

BY:


Jeffrey J. Rose, Commissioner

DATE: 10/21/14

If you should have any questions, please do not hesitate to call 800-258-3531 x212.

Best Regards,

Dara W. Dietmeyer
Credit Manager

ORIGINAL

EQUIPMENT LEASE SCHEDULE #07
FOR MASTER EQUIPMENT LEASE AGREEMENT #09-169

This Schedule is executed and delivered by STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA whose signatures appear below, in accordance with the terms and as part of that certain Master Equipment Lease Agreement #09-169 dated December 22, 2009 (the "Master Lease") between Lessor, and Lessee (the defined terms in the Lease being herein used with the same meaning):

TERM:	41	A total of four (4) payments in the amount of \$67,937.00 each plus applicable taxes, payable as follows: One (1) payment per year payable on the first (1st) day of each December, commencing on December 1st, 2014 continuing through, May 1st, 2018.
Periods are:	Monthly	
Total # of Lease Payments:	4	
Effective Date:		

- DESCRIPTION OF EQUIPMENT COVERED BY THIS SCHEDULE: New (estimated to be 2014) Bison Snow Groomer with 66" Master Climber Tracks with 136 Ice Pics, Leitwolf QD Blade, Posi Flex Tiller with Hydraulic Wings, Full Posi Hydraulics, Std Lift Frame, Rear Cover, Snow Guards, J/J, Tiller Up/Down Pressure Gauge, Solid Rubber Tires, Silver Cab and all other accessories and attachments thereto.
- LOCATION: Equipment covered by this Schedule shall be located at:
Franconia Notch State Park; Franconia, NH 03580
- SELLER: The Seller of the Equipment is Prinoth, LLC; 264 NH Route 106; Gilmanton, NH 03237
- The term of the Lease for the Equipment covered by this Schedule shall be the number of months stated above, effective on the date stated above. Lessee authorizes Lessor to insert said effective date, provided such date shall not be earlier than the date of delivery to Lessee of the Equipment covered hereby or a substantial part thereof.
- RENT: The total rent for the term here is the sum of all monthly payments as described above times the appropriate number of months as described above.
- ADDITIONAL TERMS, IF ANY: The undersigned confirm that this Equipment Lease Schedule marked "Original" together with the original or a xerographic copy of the Master Lease (the terms and conditions of which are hereby incorporated by referenced) will constitute an original, separable and enforceable agreement to lease, independent of any other Equipment Schedules and as such shall constitute chattel paper under the Uniform Commercial Code.
- ERRORS IN ESTIMATED COST: The amount of each rent payment and the advance rent initially set forth are above based on the estimated cost of the EQUIPMENT (including taxes, transportation and any other charges) which is an estimate, and each shall be adjusted proportionally if the actual cost of the EQUIPMENT differs from said estimate. LESSEE hereby authorizes LESSOR to correct the figure set forth above when the actual cost is known, and to add the amount of each rent payment any sales or other tax that may be imposed on or measured by rent payments. If the actual cost of the EQUIPMENT differs from the estimated cost by more than ten (10%) percent thereof, however, either party at its option may terminate this Lease by giving written notice to the other party within fifteen (15) days after receiving notice of the actual cost or corrected rent.
- A security interest in this Lease Schedule may be created and/or perfected only by possession of this equipment lease schedule marked "Original" and possession of any other duplicates or copies will not give rise to the creation of perfection of a security interest.

INTERNATIONAL FINANCIAL SERVICES CORPORATION, Lessor

STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA, Lessee

Signed By: [Signature]

Signed By: [Signature]

Title: Funding Coordinator

Print Name & Title: Jeffrey J. Rose, Commissioner

Date: 10/21/14

Date: 10/21/14

Approved as to form, substance and execution

Signature: [Signature]
Attorney General's Office

Date: 10/28/14

FAIR MARKET VALUE PURCHASE OPTION

Master Equipment Lease Agreement #09-169, Schedule #07, dated July 22, 2014 between Lessee STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA;

Party of the first part, STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA (Hereinafter called "Lessee") and INTERNATIONAL FINANCIAL SERVICES CORPORATION, 1113 S. Milwaukee Ave., Suite 301, Libertyville, IL 60048 party of the second part (Hereinafter called "Lessor").

1. If there is no default of, or any event of default with respect to any of the terms or conditions of the Lease, the Lessee shall have the option to purchase all (but not less than all) of the Equipment described in said Lease at the end of the term thereof or any renewal term thereof, at its then current Fair Market value, as determined by the Lessor when such purchase option is exercised, and supported by independent market information and valuation.
2. This option may be exercised by the Lessee by delivery of a signed written notice by postpaid mail to Lessor at least one hundred eighty (180) days prior to the expiration of said Lease and by making payment at the said time of the option price of the then fair market value in cash, certified or bank check. Lessee hereby warrant's that there are no side agreements guaranteeing any floor or ceiling on the fair market value. The actual, then current, fair market value shall be determined as stated above.
3. Title to the equipment, and all parts and accessories at any time added to such equipment shall remain in the Lessor until the purchase price has been fully paid.
4. No Change or modification of the Agreement is valid unless agreed to in writing by both parties and endorsed hereon. This option shall not be effective until accepted in writing by a duly authorized representative of the Lessor, but shall not be deemed to have been exercised until the Lessee complies with the provisions of this agreement.
5. This Purchase Option must be exercised on an all or none basis.

Lessee acknowledges that at the outset of our negotiations with International Financial Services Corporation, we discussed several lease plans. Some were tax leases, others were finance leases and conditional sale contracts. All had various purchase options, some fixed, some at fair market value and some at fair market value not to exceed a certain cap of 10 or 20 percent. After all other programs or applications were considered, we have agreed to a true lease program without any cap, floor or other limitation on the Fair Market Value purchase option.

The final lease agreement we have entered into is a true lease. The purchase option at the end of said lease shall be its actual fair market value at the time of the expiration of the lease without cap, floor or other limitations on the purchase option. There is no cap or floor on this fair market value purchase option. There are no side letters or other representations, estimates or promises; oral, implied, written, or otherwise as to the value of purchase option price at the end of this lease.

ACKNOWLEDGED AND AGREED:

LESSOR:

INTERNATIONAL FINANCIAL SERVICES CORPORATION

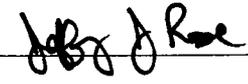
By: 

TITLE: Funding Coordinator

DATE: 10/21/14

LESSEE:

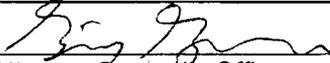
STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA

SIGNED BY: 

PRINT NAME & TITLE: Jeffrey J. Rose, Commissioner

DATE: 10/21/14

Approved as to form, substance and execution

Signature: 
Attorney General's Office

Date: 10/28/14



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

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

603-271-2411
FAX: 603-271-2629

October 20, 2014

To Whom It May Concern:

The Department of Resources and Economic Development, being a New Hampshire State agency, is self-insured.

Thomas E. Martin
Business Administrator

Witness:

Leanne M. Lavoie
Notary Public

10/20/14

Date

My Commission Expires:

LEANNE M. LAVOIE, Notary Public
My Commission Expires October 3, 2017



**TAX STATUS CERTIFICATE
SALES AND USE TAXES
For the State of
New Hampshire**

**FOR MASTER EQUIPMENT LEASE AGREEMENT #09-169
SCHEDULE #07**

The undersigned Purchaser, being fully informed concerning the NH Sales and Use Tax Acts and their Rules and Regulations, hereby certifies that Lessee is either legally Subject to such taxes or is entitled to Exemption from such taxes, by reason of one or more of the classifications listed below.

Please check one:

_____ Subject to State Sales and Use Taxes

_____ Exempt, as equipment and parts are to be used in productions and/or industrial processing
(Provide State Registration Number and a copy of the Tax Exempt Certificate)

XX _____ Exempt, for other reasons, specified below: (Attach a copy of the tax exempt certificate)

The undersigned hereby makes this certificate a part of each order unless otherwise specified on such order and agrees to reimburse the Seller/ Lessor for any deficiencies imposed by the State of NH for any violation of such Rules and Regulations.

This certificate shall remain in effect for a period for which the State of NH shall hold the Seller/ Lessor liable.

LESSEE:

**STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION
CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA**

By: _____ Jeffrey J. Rose

Print Name & Title: Jeffrey J. Rose, Commissioner

Date: 10/21/14



TAX EXEMPTION CERTIFICATE

(For use by the United States, Territories, or Political Divisions thereof, or the District of Columbia)

October 2014

The undersigned hereby certifies that he is the Business Administrator of the State of New Hampshire, Department of Resources and Economic Development, and that he is authorized to execute this Certificate, and that the goods or services specified below purchased from International Financial Services Corporation of Libertyville, IL are for the exclusive use of the Department of Resources and Economic Development of the State of New Hampshire.

It is understood that the exemption from tax in the case of all goods or services under this Certificate to the United States, Territories, etc. is limited to the sale of goods or services for their exclusive use, and it is agreed that if goods or services purchased tax-free under this Certificate are used otherwise, or are sold to employees or others, such fact must be reported to the manufacturer/provider of the goods or services covered by this Certificate. It is also understood that the fraudulent use of this Certificate to secure exemption will subject all guilty parties to a fine of not more than \$10,000, or to imprisonment for not more than five years, or both, together with cost of prosecution.

A handwritten signature in black ink, appearing to read "Tom Martin", written over a horizontal line.

Thomas E. Martin, Business Administrator
Dept. of Resources and Economic Dev.

This Certificate covers the following articles specified in various Contracts and/or Purchase Orders issued by the State of New Hampshire for:

ALL GOODS AND SERVICES

STATE OF NEW HAMPSHIRE TAX ID #02-6000618

INTERNATIONAL FINANCIAL SERVICES CORPORATION

1113 S. Milwaukee Avenue, Suite #301
Libertyville, IL 60048
PHONE: 800-258-3531 FAX: 847-549-0119

ADDENDUM "A"

**FOR MASTER EQUIPMENT LEASE AGREEMENT #09-169
SCHEDULE #07
AND/OR SECURITY AGREEMENT-MORTGAGE ON GOODS & CHATTELS
AND UNIFORM COMMERCIAL CODE #1 & #3 FILING FORM**

**LESSEE: STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION
CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA**

LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION

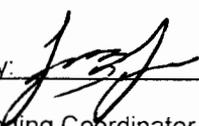
EQUIPMENT AS DESCRIBED BELOW:

New (estimated to be 2014) Bison Snow Groomer with 66" Master Climber Tracks with 136 Ice Pics, Leitwolf QD Blade, Posi Flex Tiller with Hydraulic Wings, Full Posi Hydraulics, Std Lift Frame, Rear Cover, Snow Guards, J/J, Tiller Up/Down Pressure Gauge, Solid Rubber Tires, Silver Cab and all other accessories and attachments thereto.

Including all accessories and attachments now owned or hereafter acquired and all proceeds thereof.

LESSOR:

INTERNATIONAL FINANCIAL
SERVICES CORPORATION

Signed By: 

Title: Funding Coordinator

Date: 10/21/14

LESSEE:

STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION
CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA

Signed By: 

Print Name & Title: Jeffrey J. Rose, Commissioner

Date: 10/21/14

INTERNATIONAL FINANCIAL SERVICES CORPORATION

1113 S. Milwaukee Avenue, Suite 301

Libertyville, IL 60048

PHONE: 800-258-3531 FAX: 847-549-0119

ADDENDUM "B"

FOR MASTER EQUIPMENT LEASE AGREEMENT #09-169
SCHEDULE #07

LESSEE: STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION
CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA

LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION

The monthly payment is subject to adjustment in proportion to any increase in comparable term interest rate swaps, as published by the Federal Reserve Statistical Release for June 26, 2014 (1.40%) until the date of final funding.

ACKNOWLEDGED AND AGREED:

LESSOR:

INTERNATIONAL FINANCIAL
CORPORATION

SIGNED BY: 

TITLE: Funding Coordinator

DATE: 10/21/14

LESSEE:

STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND SERVICES
RECREATION CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA

SIGNED BY: 

PRINT NAME & TITLE: Jeffrey J. Rose, Commissioner

DATE: 10/21/14

ADDENDUM "C"
USAGE AND RETURN PROVISION

FOR MASTER EQUIPMENT LEASE AGREEMENT #09-169
SCHEDULE #07

LESSEE: STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION
CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA

LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION

Usage Provision:

Lessee acknowledges that the Equipment has a meter indicating the total number of hours that the Equipment has been operated and that the meter reading for the Equipment contained in this Lease is zero as this equipment is being sold "New". The usage of the Equipment will be limited as follows: A maximum of 1,500 hours per unit for each ski season, or a total accumulation of 6,000 hours per unit during the Term. Further, Equipment must be maintained in accordance with the original equipment manufacturers recommended maintenance program.

At the end of the lease, and provided Lessee does not exercise the Purchase Option, Lessee shall compensate Lessor for any Equipment usage in excess of 6,000 hours per unit, accumulated during the Term at a rate of \$75.00 per hour of operation. No credit is applicable for unused hours within the allowance assigned.

Return Provision:

At the Lease Termination, or such other date as agreed upon by Lessor and Lessee, Lessor shall inspect the Equipment, and shall notify Lessee in writing of any item of Equipment which may require repair or service to satisfy the Return Conditions as defined below.

- All standard and optional equipment must be fully operational.
- No broken or cracked glass.
- All doors and windows shall be free of defects which would prohibit the proper sealing and operation of the windows.
- Track and track components as well as hydrostatics and final drives should be in good operating condition with ordinary wear and tear expected. Normal wear and tear to track conditions will not require belt replacement.
- No evidence of excessive smoke, blow by, oil consumption or excessive internal engine noise.
- Any replacement of Track Parts must be from the original equipment manufacturer.
- Track Belts, Sprockets, and Tiller Drums all must have at least 50% remaining useful life.

LESSOR:

**INTERNATIONAL FINANCIAL
SERVICES CORPORATION**

SIGNED BY: _____

TITLE: Funding Coordinator

DATE: 10/21/14

LESSEE:

STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION
CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA

SIGNED BY: _____

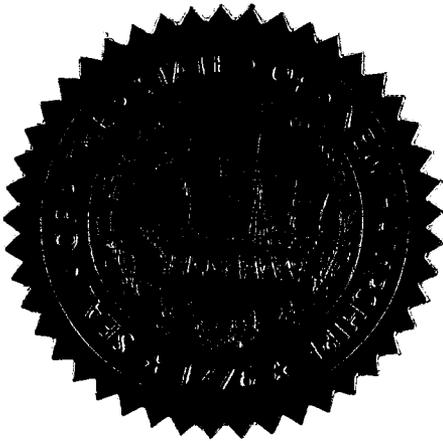
PRINT NAME & TITLE: Jeffrey J. Rose, Commissioner

DATE: 10/21/14

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 International Financial Services Corporation doing business in New Hampshire as International Financial Services of Illinois, a(n) Illinois corporation, is authorized to transact business in New Hampshire and qualified on November 12, 2009. 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 22nd day of October, A.D. 2014

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

William M. Gardner
Secretary of State

COPORATE OFFICER'S CERTIFICATE

The undersigned, as secretary of INTERNATIONAL FINANCIAL SERVICES CORPORATION (the "Company"), does hereby certify that the person listed below is duly authorized to execute on behalf of the company that certain lease documents, dated as of Oct. 21, 2014, to the State of New Hampshire, Department of Resources and Economic Development, d/b/a Cannon Mountain Ski Area, that such person holds the title set forth opposite his name below, and that the signature written opposite his name and title is his correct and genuine signature.

NAME

TITLE

SIGNATURE

Stacy Levinson

Funding Coordinator

A handwritten signature in black ink, appearing to read 'Stacy Levinson', written over a horizontal line.

In WITNESS WHERE ON, I have hereunto signed my name as of the 23rd day of October, 2014

A handwritten signature in black ink, appearing to read 'Denise Mitchem', written over a horizontal line.

Denise Mitchem

Secretary

INTERNATIONAL FINANCIAL SERVICES CORPORATION
1113 S. Milwaukee Avenue, Suite 301
Libertyville, IL 60048
Phone: (800) 258-3531 Fax: (847) 549-0119

INVOICE

LEASE NO.

#09-169-07

LESSEE:

STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND
RECREATION CANNON MOUNTAIN AERIAL TRAMWAY &
SKI AREA

Invoice Date
December 1, 2014

DESCRIPTION	AMOUNT
1 ST Payment due= December 1, 2014 Lease Payment	\$67,937.00
Documentation Preparation Fee (Does not include UCC filing fees)	\$350.00
UCC Filing and Processing Fee	\$130.00
Less Payment Received	(\$0.00)
TOTAL AMOUNT DUE: PLEASE SUBMIT A CHECK NO LATER THAN DECEMBER 10, 2014	\$68,417.00

PAYMENT DUE NO LATER THAN DECEMBER 10, 2014

INTERNATIONAL FINANCIAL SERVICES CORPORATION

1113 S. Milwaukee Avenue, Suite 301

Libertyville, IL 60048

PHONE: 800-258-3531 FAX: 847-549-0119

FIRST (1ST) EXTENSION TO MASTER EQUIPMENT LEASE AGREEMENT #09-169
Schedule #02

LESSEE: STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA
Franconia Notch State Park,
Franconia, NH 03580

LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION
1113 S. Milwaukee Avenue, Suite 301
Libertyville, IL 60048

In fulfillment of the purchase option to Master Lease #09-169 Schedule #02, LESSEE has requested that INTERNATIONAL FINANCIAL SERVICES CORPORATION, hereinafter referred to as Lessor, agree to extend Master Equipment Lease Agreement #09-169 for Schedule #02 for Four (4) seasons. Lessor has agreed to this extension and therefore, Master Equipment Lease Agreement #09-169 Schedule #02 is extended as follows:

A total of four (4) annual Rent payments in the amount of \$10,812.00 each, plus applicable sales and use taxes, payable as follows: One (1) Rent payment per year payable on the first (1st) day of each December, commencing December 1, 2014 and continuing through, and including December 1, 2017

At the end of the extension period, LESSEE will have the option to purchase the equipment for \$1.00 provided all payments are paid as agreed. All other terms, conditions, guaranties, and additional collateral of the lease between LESSEE and LESSOR remain in full force and effect except those terms expressly changed herein.

STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA hereby reconfirms and reaffirms the obligations to INTERNATIONAL FINANCIAL SERVICES CORPORATION under Lease 09-169-02.

Accepted and Agreed by all parties below this 21 day of October, 2014.

LESSOR:
INTERNATIONAL FINANCIAL SERVICES CORPORATION

LESSEE:
STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA

BY: [Signature]

SIGNED BY: [Signature]

TITLE: Funding Coordinator

TITLE: Jeffrey J. Rose, Commissioner

APPROVED:

Signature

[Signature]
Attorney General's Office

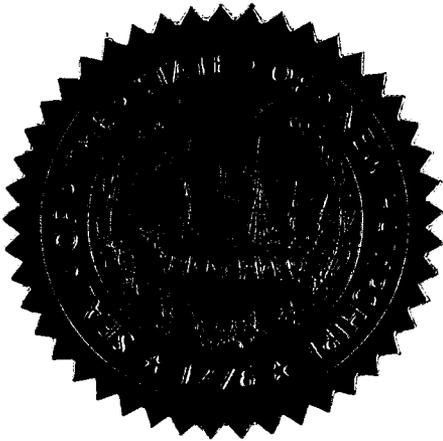
Date

10/28/14

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 International Financial Services Corporation doing business in New Hampshire as International Financial Services of Illinois, a(n) Illinois corporation, is authorized to transact business in New Hampshire and qualified on November 12, 2009. 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 22nd day of October, A.D. 2014

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

William M. Gardner
Secretary of State

COPORATE OFFICER'S CERTIFICATE

The undersigned, as secretary of INTERNATIONAL FINANCIAL SERVICES CORPORATION (the "Company"), does hereby certify that the person listed below is duly authorized to execute on behalf of the company that certain lease documents, dated as of Oct. 21, 2014, to the State of New Hampshire, Department of Resources and Economic Development, d/b/a Cannon Mountain Ski Area, that such person holds the title set forth opposite his name below, and that the signature written opposite his name and title is his correct and genuine signature.

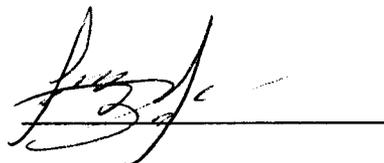
NAME

TITLE

SIGNATURE

Stacy Levinson

Funding Coordinator

A handwritten signature in black ink, appearing to read 'Stacy Levinson', written over a horizontal line.

In WITNESS WHERE ON, I have hereunto signed my name as of the 23rd day of October, 2014

A handwritten signature in black ink, appearing to read 'Denise Mitchem', written over a horizontal line.

Denise Mitchem

Secretary

IFS INTERNATIONAL FINANCIAL
SERVICES CORPORATION

1113 S. Milwaukee Ave.
Libertyville, IL 60048
Phone: 847/549-0100 Fax: 847/549-0119

INVOICE

Invoice Date

09/23/2014

INVOICE TO:

State of New Hampshire Division of Parks and
Recreation Cannon Mountain Aerial Tramway & Ski Area
Franconia Notch State Park
Franconia, NH 03580

REMIT TO:

INTERNATIONAL FINANCIAL
SERVICES CORPORATION
Slot 302190, P.O. Box 66973
Chicago, IL 60666-0973

DESCRIPTION	AMOUNT
Lease # 09-169-02	
First Annual Renewal Payment Payment due 12/1/14	\$10,812.00
Renewal/Documentation Fee	\$350.00
TOTAL DUE 12/1/14:	----- \$11,162.00

INTERNATIONAL FINANCIAL SERVICES CORPORATION

1113 S. Milwaukee Avenue, Suite 301
Libertyville, IL 60048

September 23, 2010

Via E-mail:

gail.lehouillier@cred.state.nh.us

Ms. Gail Lehouillier
CANNON MOUNTAIN SKI AREA
Franconia Notch State Park
Franconia, NH 03580

Dear Gail:

Enclosed is our set of documents for **Schedule #02** in the amount of \$138,750.00 and **Schedule #03** in the amount of \$262,500.00 to MASTER EQUIPMENT LEASE AGREEMENT #09-169 between STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA (LESSEE) and INTERNATIONAL FINANCIAL SERVICES CORPORATION (LESSOR).

To avoid confusion and administrative headaches, we have taken the liberty to date all of the documents September 23, 2010. If you would like to change the date then please feel free to do so, but please make sure all of the documents are dated with the same date.

The documents for this transaction are to be executed by an **Officer** as follows:

1. Schedule #02 & Schedule #03 - please sign
2. Acceptance Notice – will be sent once the equipment is delivered and accepted.
3. Fair Market Value Purchase Option for Schedule #02 & Schedule #03 – please sign.
4. Tax Status Certificate – please sign and forward an accurate executed TAX EXEMPTION CERTIFICATE.
5. Addendum A for Schedule #02 & Schedule #03 – please sign.
6. Addendum B (Return & Usage Provision) for Schedule #02 & Schedule #03 – please sign.
7. Invoice- please enclose a check for **\$98,125.00**.

Approximate Delivery dates for Schedule #02: 12/1/10 Schedule #03: 12/14/10

Equipment for both schedules to be located at: Cannon Mt Ski Area, 9 Franconia Notch
Franconia NH 03580

****IMPORTANT****

IFS will need personal property coverage for the amount requested by IFS along with general liability coverage in the amount of \$1,000,000.00 for the full term of the lease.

ACKNOWLEDGED AND AGREED: BY: Alexis Sold DATE: 10/19/10

If you should have any questions, please do not hesitate to call 800-258-3531 x212.

Best Regards,

Jara W. Dietmeyer
Credit Manager

ORIGINAL

EQUIPMENT LEASE SCHEDULE NO. 02
FOR MASTER EQUIPMENT LEASE AGREEMENT NO. 09-169

This Schedule is executed and delivered by STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA whose signatures appear below, in accordance with the terms and as part of that certain Master Equipment Lease Agreement #09-169 dated December 22, 2009 (the "Master Lease") between Lessor, and Lessee (the defined terms in the Lease being herein used with the same meaning):

TERM:	41	A total of four (4) payments in the amount of \$34,218.00 each plus applicable taxes, payable as follows: One (1) payment per year payable on the fifteenth (15 th) day of each November, commencing on November 15 th , 2010 continuing through, April 15 th , 2014.
Periods are:	Monthly	
Total # of Lease Payments:	4	
Effective Date:		

- DESCRIPTION OF EQUIPMENT COVERED BY THIS SCHEDULE:
New Prinoth Trooper, Silver with 35" Steel tracks with removable ice caulks, 8'6" Allway blade, steel 4-man cabin, sunroof, brush guards, air conditioning, rear deck with snow deflectors, solid rubber tires, warn winch with front & rear receivers and all other accessories and attachments thereto.
- LOCATION: The Equipment covered by this Schedule shall be located at:
Franconia Notch State Park; Franconia, NH 03580
- SELLER: The Seller of the Equipment is (name and address):
Prinoth, LLC; 264 NH Route 106; Gilmanton, NH 03237
- The term of the Lease for the Equipment covered by this Schedule shall be the number of months stated above, effective on the date stated above. Lessee authorizes Lessor to insert said effective date, provided such date shall not be earlier than the date of delivery to Lessee of the Equipment covered hereby or a substantial part thereof.
- RENT: The total rent for the term here is the sum of all monthly payments as described above times the appropriate number of months as described above.
- ADDITIONAL TERMS, IF ANY: The undersigned confirm that this Equipment Lease Schedule marked "Original" together with the original or a xerographic copy of the Master Lease (the terms and conditions of which are hereby incorporated by referenced) will constitute an original, separable and enforceable agreement to lease, independent of any other Equipment Schedules and as such shall constitute chattel paper under the Uniform Commercial Code.
- ERRORS IN ESTIMATED COST: The amount of each rent payment and the advance rent initially set forth are above based on the estimated cost of the EQUIPMENT (including taxes, transportation and any other charges) which is an estimate, and each shall be adjusted proportionally if the actual cost of the EQUIPMENT differs from said estimate. LESSEE hereby authorizes LESSOR to correct the figure set forth above when the actual cost is known, and to add the amount of each rent payment any sales or other tax that may be imposed on or measured by rent payments. If the actual cost of the EQUIPMENT differs from the estimated cost by more than ten (10%) percent thereof, however, either party at its option may terminate this Lease by giving written notice to the other party within fifteen (15) days after receiving notice of the actual cost or corrected rent.
- A security interest in this Lease Schedule may be created and/or perfected only by possession of this equipment lease schedule marked "Original" and possession of any other duplicates or copies will not give rise to the creation of perfection of a security interest.

INTERNATIONAL FINANCIAL SERVICES CORPORATION

STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION
CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA

Signed By: Chandra Deery
Title: Funding Coordinator

Signed By: George M. Bald
Title: George M. Bald, Commissioner

Date: November 17, 2010

Date: November 17, 2010

Approved as to form, substance and execution

Signature: [Signature]
Attorney General's Office

Date: 12/1/2010

INTERNATIONAL FINANCIAL SERVICES CORPORATION
1113 S. Milwaukee Avenue, Suite #301
Libertyville, IL 60048
PHONE: 800-258-3531 FAX: 847-549-0119

ADDENDUM "A"
TO MASTER EQUIPMENT LEASE AGREEMENT NO. 09-169
SCHEDULE #02
AND/OR SECURITY AGREEMENT-MORTGAGE ON GOODS & CHATTELS
AND UNIFORM COMMERCIAL CODE #1 & #3 FILING FORM

LESSEE: STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION
CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA

LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION

EQUIPMENT AS DESCRIBED BELOW:

New Prinoth Trooper, Silver with 35" Steel tracks with removable ice caulks, 8'6" Allway blade, steel 4-man cabin, sunroof, brush guards, air conditioning, rear deck with snow deflectors, solid rubber tires, warn winch with front & rear receivers and all other accessories and attachments thereto.

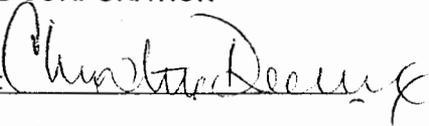
Including all accessories and attachments now owned or hereafter acquired and all proceeds thereof.

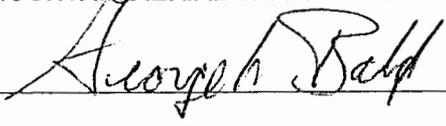
LESSOR:

LESSEE:

INTERNATIONAL FINANCIAL
SERVICES CORPORATION

STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION
CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA

Signed By: 

Signed By: 

Title: Funding Coordinator

Title: George M. Bald, Commissioner

Date: November 17, 2010

Date: November 17, 2010

INTERNATIONAL FINANCIAL SERVICES CORPORATION

1113 South Milwaukee Avenue, Suite 301 * Libertyville, IL 60048

Phone: (800) 258-3531 * Fax: (847) 549-0119

ADDENDUM "B"
USAGE AND RETURN PROVISION
MASTER EQUIPMENT LEASE AGREEMENT #09-169
Schedule #02

LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION ("IFS")

**LESSEE: STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION
CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA**

Usage Provision:

Lessee acknowledges that the Equipment has a meter indicating the total number of hours that the Equipment has been operated and that the meter reading for the Equipment contained in this Lease is zero as this equipment is being sold "New". The usage of the Equipment will be limited as follows: A maximum of 1,500 hours per unit for each ski season, or a total accumulation of 6,000 hours per unit during the Term. Further, Equipment must be maintained in accordance with the original equipment manufacturers recommended maintenance program.

At the end of the lease, and provided Lessee does not exercise the Purchase Option, Lessee shall compensate Lessor for any Equipment usage in excess of 6,000 hours per unit, accumulated during the Term at a rate of \$75.00 per hour of operation. No credit is applicable for unused hours within the allowance assigned.

Return Provision:

At the Lease Termination, or such other date as agreed upon by Lessor and Lessee, Lessor shall inspect the Equipment, and shall notify Lessee in writing of any item of Equipment which may require repair or service to satisfy the Return Conditions as defined below.

- All standard and optional equipment must be fully operational.
- No broken or cracked glass.
- All doors and windows shall be free of defects which would prohibit the proper sealing and operation of the windows.
- Track and track components as well as hydrostatics and final drives should be in good operating condition with ordinary wear and tear expected. Normal wear and tear to track conditions will not require belt replacement.
- No evidence of excessive smoke, blow by, oil consumption or excessive internal engine noise.
- Any replacement of Track Parts must be from the original equipment manufacturer.
- Track Belts, Sprockets, and Tiller Drums all must have at least 50% remaining useful life.

LESSOR:

LESSEE:

**INTERNATIONAL FINANCIAL
SERVICES CORPORATION**

**STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION
CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA**

SIGNED BY: Christina Deery

SIGNED BY: George M. Bald

TITLE: Funding Coordinator

TITLE: George M. Bald, Commissioner

DATE: November 17, 2010

DATE: November 17, 2010

INTERNATIONAL FINANCIAL SERVICES CORPORATION

1113 S. Milwaukee Avenue, Suite 301

Libertyville, IL 60048

PHONE: 800-258-3531 FAX: 847-549-0119

FAIR MARKET VALUE PURCHASE OPTION

Master Equipment Lease Agreement #09-169, Schedule #02, dated September 23, 2010 between Lessee: STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA.

Party of the first part, STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA (Hereinafter called "Lessee") and INTERNATIONAL FINANCIAL SERVICES CORPORATION, 1113 S. Milwaukee Ave., Suite 301, Libertyville, IL 60048 party of the second part (Hereinafter called the "Lessor").

1. If there is no default of, or any event of default with respect to any of the terms or conditions of the Lease, the Lessee shall have the option to purchase all (but not less than all) of the Equipment described in said Lease at the end of the term thereof or any renewal term thereof, at its then current Fair Market value, as determined by the Lessor when such purchase option is exercised, and supported by independent market information and valuation.
2. This option may be exercised by the Lessee by delivery of a signed written notice by postpaid mail to Lessor at least one hundred eighty (180) days prior to the expiration of said Lease and by making payment at the said time of the option price of the then fair market value in cash, certified or bank check. Lessee hereby warrant's that there are no side agreements guaranteeing any floor or ceiling on the fair market value. The actual, then current, fair market value shall be determined as stated above.
3. Title to the equipment, and all parts and accessories at any time added to such equipment shall remain in the Lessor until the purchase price has been fully paid.
4. No Change or modification of the Agreement is valid unless agreed to in writing by both parties and endorsed hereon. This option shall not be effective until accepted in writing by a duly authorized representative of the Lessor, but shall not be deemed to have been exercised until the Lessee complies with the provisions of this agreement.
5. This Purchase Option must be exercised on an all or none basis.

Lessee acknowledges that at the outset of our negotiations with International Financial Services Corporation, we discussed several lease plans. Some were tax leases, others were finance leases and conditional sale contracts. All had various purchase options, some fixed, some at fair market value and some at fair market value not to exceed a certain cap of 10 or 20 percent. After all other programs or applications were considered, we have agreed to a true lease program without any cap, floor or other limitation on the Fair Market Value purchase option.

The final lease agreement we have entered into is a true lease. The purchase option at the end of said lease shall be its actual fair market value at the time of the expiration of the lease without cap, floor or other limitations on the purchase option. There is no cap or floor on this fair market value purchase option. There are no side letters or other representations, estimates or promises; oral, implied, written, or otherwise as to the value of purchase option price at the end of this lease.

ACKNOWLEDGED AND AGREED:

LESSOR:

LESSEE:

INTERNATIONAL FINANCIAL SERVICES CORPORATION

STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA

By: *Christina Doe...*

SIGNED BY: *George M. Bald*

TITLE: Funding Coordinator

TITLE: George M. Bald, Commissioner

DATE: November 17, 2010

DATE: November 17, 2010

WITNESSED BY: *(Other non-interested/ non-related party to sign)*

Heaven M. Larkin
Signature, Title

11/17/2010
Date

Program Specialist III

CORPORATE OFFICERS'S CERTIFICATE

The undersigned, as President of INTERNATIONAL FINANCIAL SERVICES CORPORATION (the "Company"), does hereby certify that the person listed below is duly authorized to execute on behalf of the company that certain lease documents, dated as of November 17, 2010, to the State of New Hampshire, Department of Resources and Economic Development, d/b/a Cannon Mountain Ski Area, that such person holds the title set forth opposite his name below, and that the signature written opposite his name and title is his correct and genuine signature.

NAME

TITLE

SIGNATURE

Chris Deering

Funding Coordinator

Chris Deering

IN WITNESS WHEREON, I have hereunto signed my name as of the 29th day of November 2010.

Robert Seeds

Robert Seeds

President

****IMPORTANT**** PRIOR TO FUNDING ON ANY TRANSACTION IFS MUST OBTAIN A CERTIFICATE OF INSURANCE FROM YOUR INSURANCE COMPANY LISTING IFS AS ADDITIONAL INSURED AND LOSS PAYEE. PLEASE GIVE YOUR INSURANCE COMPANY NOTICE BEFORE IFS CONTACTS THEM.

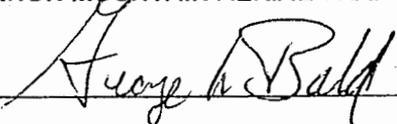
REQUEST FOR INSURANCE
For Master Equipment Lease Agreement No. 09-169
Schedule #02 and Schedule #03

Gentlemen:

We expect to engage in a leasing program which makes it necessary that a Loss Payee Policy on all our outstanding all risk insurance be issued naming INTERNATIONAL FINANCIAL SERVICES CORPORATION, 1113 S. Milwaukee Ave., Suite #301, Libertyville, IL 60048 as additional insured as its interest may appear. Please have one certificate issued with respect to each of our outstanding policies.

We would appreciate your cooperation in attending to this matter as quickly as possible.

STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION
CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA

By: 

Title: George M. Bald, Commissioner

Date: November 17, 2010

PLEASE COMPLETE:

STATE OF NEW HAMPSHIRE-DRED

Insurance Company/ Contact Name

PO BOX 1856/ 172 PEMBROKE ROAD

Address

CONCORD, NH 03302-1856

City State Zip

603-271-3727

Phone Number

603-271-2629

Fax Number

EQUIPMENT LOCATION:

Franconia Notch State Park

Franconia NH 03580

**** PLEASE INCLUDE THE SELF INSURED LETTER.

Equipment leased as listed on the attached "Addendum A" for both Schedule #02 and Schedule #03



STATE OF NEW HAMPSHIRE
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
OFFICE of the COMMISSIONER
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

GEORGE M. BALD
 Commissioner

603-271-2411
 FAX: 603-271-2629
 george.bald@dred.state.nh.us

November 17, 2010

To Whom It May Concern:

The Department of Resources and Economic Development, being a New Hampshire State agency, is self-insured.

Thomas E. Martin
 Business Administrator

Witness:

Leanne M. Lavoie
 Notary Public

November 17, 2010
 Date

My Commission Expires:

LEANNE M. LAVOIE, Notary Public
 My Commission Expires August 22, 2012

TAX STATUS CERTIFICATE
SALES AND USE TAXES
For the State of
NH

Master Equipment Lease Agreement No. 09-169
Schedule #02 and Schedule #03

The undersigned Purchaser, being fully informed concerning the NH Sales and Use Tax Acts and their Rules and Regulations, hereby certifies that Lessee is either legally Subject to such taxes or is entitled to Exemption from such taxes, by reason of one or more of the classifications listed below.

Please check one:

_____ Subject to State Sales and Use Taxes

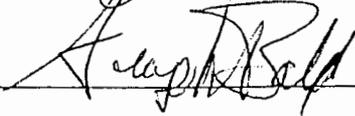
_____ Exempt, as equipment and parts are to be used in productions and/or industrial processing
(Provide State Registration Number and a copy of the Tax Exempt Certificate)

XX Exempt, for other reasons, specified below: (Attach a copy of the tax exempt certificate)

The undersigned hereby makes this certificate a part of each order unless otherwise specified on such order and agrees to reimburse the Seller/ Lessor for any deficiencies imposed by the State of NH for any violation of such Rules and Regulations.

This certificate shall remain in effect for a period for which the State of NH shall hold the Seller/ Lessor liable.

STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION
CANNON MOUNTAIN AERIAL TRAMWAY & SKI AREA

By: 

Title: George M. Bald, Commissioner

Date: November 17, 2010



TAX EXEMPTION CERTIFICATE

(For use by the United States, Territories, or Political Divisions thereof, or the District of Columbia)

November, 2010

The undersigned hereby certifies that he is the Business Administrator of the State of New Hampshire, Department of Resources and Economic Development, and that he is authorized to execute this Certificate, and that the goods or services specified below purchased from Prinoth, LLC of Gilmanon, NH are for the exclusive use of the Department of Resources and Economic Development of the State of New Hampshire.

It is understood that the exemption from tax in the case of all goods or services under this Certificate to the United States, Territories, etc. is limited to the sale of goods or services for their exclusive use, and it is agreed that if goods or services purchased tax-free under this Certificate are used otherwise, or are sold to employees or others, such fact must be reported to the manufacturer/provider of the goods or services covered by this Certificate. It is also understood that the fraudulent use of this Certificate to secure exemption will subject all guilty parties to a fine of not more than \$10,000, or to imprisonment for not more than five years, or both, together with cost of prosecution.

A handwritten signature in black ink, appearing to read "T. E. Martin", written over a horizontal line.

Thomas E. Martin, Business Administrator
Dept. of Resources and Economic Dev.

This Certificate covers the following articles specified in various Contracts and/or Purchase Orders issued by the State of New Hampshire for:

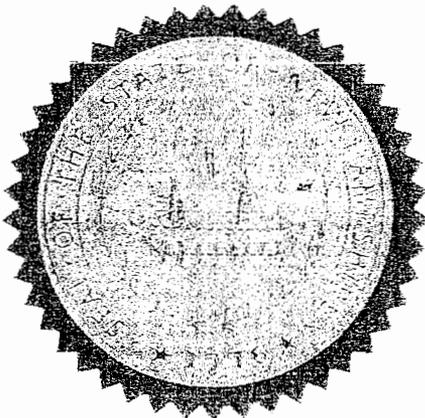
ALL GOODS AND SERVICES

EXEMPTION CERTIFICATE #02-73-0112K

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 International Financial Services Corporation doing business in New Hampshire as International Financial Services of Illinois, a(n) Illinois corporation, is authorized to transact business in New Hampshire and qualified on November 12, 2009. 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 25th day of October, A.D. 2010

William M. Gardner
Secretary of State

CORPORATE OFFICERS'S CERTIFICATE

The undersigned, as President of INTERNATIONAL FINANCIAL SERVICES CORPORATION (the "Company"), does hereby certify that the person listed below is duly authorized to execute on behalf of the company that certain proposal, dated as of June 9, 2010, to the State of New Hampshire, Department of Resources and Economic Development, d/b/a Cannon Mountain Ski Area, that such person holds the title set forth opposite his name below, and that the signature written opposite his name and title is his correct and genuine signature.

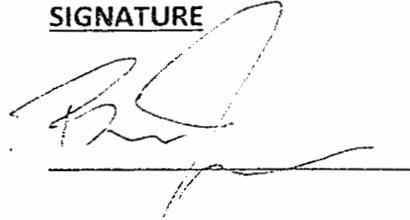
NAME

TITLE

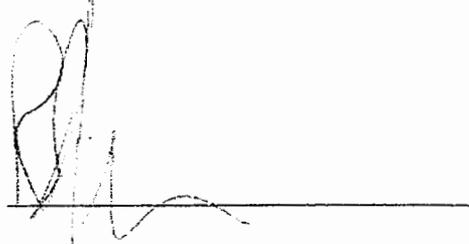
SIGNATURE

Brian Johnson

Sales Representative

A handwritten signature in black ink, appearing to read 'Brian Johnson', written over a horizontal line.

IN WITNESS WHEREON, I have hereunto signed my name as of the 22nd day of September 2010.

A handwritten signature in black ink, appearing to read 'Robert Seeds', written over a horizontal line.

Robert Seeds

President



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

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
 WEB: www.nhstateparks.org

October 16, 2013

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Cannon Mountain to enter into **SOLE SOURCE** addition of Schedule #06 to the previously approved Master Lease Equipment Agreement #09-169 with International Financial Services Corporation (IFSC) (VC# 204372), Libertyville, IL in the total amount of \$278,458. This additional Schedule is for the 4-year lease period for one new Bison Snow naS Groomer from December 1, 2013 to May 1, 2017. The Governor and Executive Council originally approved the Master Lease Equipment Lease Agreement #09-169 and Schedule #01 on December 9, 2009, Item #46, Schedules #02 and #03 on ~~December~~ ^{November} 17, 2010, Item #101, Schedule #04 on December 14, 2011, Item #53, and Schedule #05 on November 14, 2012, Item #76. 100% Ski Area Fund

Funding is available in account titled, Cannon Mountain, as follows and pending budget approval for Fiscal Years 2016 and 2017:

		<u>FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>
03-35-35-351510-37030000-022-500257	Rents-Leases OTS	\$69,742	\$69,572	\$69,572	\$69,572

EXPLANATION

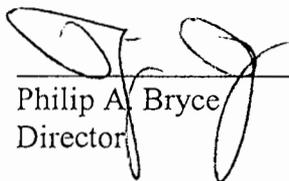
A master 4-year lease agreement to provide a fleet of updated groomers for Cannon was first approved by the Governor and Executive Council on November 10, 1999, Item #66. That lease, then with Bombardier Capital, Inc., provided the option to replace older groomers and keep three used groomers each year. Although that agreement expired in 2003, we have continued the same program with Prinoth, Inc. on an annual basis with the approval of Governor and Executive Council.

This fleet rotation program has worked very successfully for Cannon Mountain by continually providing an up-to-date fleet of groomers, and by reducing maintenance costs and capital outlay for outright purchases. Currently, there are only two vendors, Prinoth, Inc. (formally known as Bombardier) and Pisten Bully that sell snow groomers in this part of the country. Cannon determined years ago that the Pisten Bully cannot be operated safely on Cannon's narrow and steep trails because they are awkward to maneuver and much heavier than the Prinoth groomers. In addition, the mechanics at Cannon are fully trained to service Prinoth groomers which have had excellent service records. The Department has been using this program for fourteen years so far and would like to continue to do so by leasing the vehicle described in Schedule #06, therefore **sole source** approval is being requested.

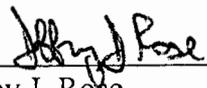
The Attorney General's Office has reviewed and approved the Schedule #06 and related documents as to form, substance, and execution.

Respectfully submitted,

Concurred, *TJM*



Philip A. Bryce
Director



Jeffrey J. Rose
Commissioner

PAB/JJR/lml



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

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
 WEB: www.nhstateparks.org

October 1, 2012

His Excellency Governor, John H. Lynch
 and Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Cannon Mountain to enter into **SOLE SOURCE** addition of Schedule #05 to the previously approved Master Lease Equipment Agreement #09-169 with International Financial Services Corporation (IFSC) (VC# 204372), Libertyville, IL in the total amount of \$284,042. This additional Schedule is for the 4-year lease period for one new Bison X Snow Groomer, from December 1, 2012 to April 1, 2016. The Governor and Executive Council originally approved the Master Lease Equipment Lease Agreement #09-169 and Schedule #01 on December 9, 2009, Item #46, Schedules #02 and #03 on ~~December~~ ^{November} 17, 2010, Item #101, and Schedule #04 on December 14, 2011, Item #53. 100% Ski Area Fund

Funding is available in account titled, Cannon Mountain, as follows and pending budget approval for Fiscal Years 2014, 2015 and 2016:

		<u>FY13</u>	<u>FY14</u>	<u>FY15</u>	<u>FY16</u>
03-35-35-351510-37030000-022-500257	Rents-Leases OTS	\$71,513	\$70,843	\$70,843	\$70,843

EXPLANATION

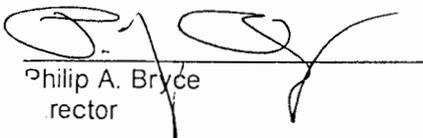
A master 4-year lease agreement to provide a fleet of updated groomers for Cannon was first approved by the Governor and Executive Council on November 10, 1999, Item #66. That lease, then with Bombardier Capital, Inc., provided the option to replace older groomers and keep three used groomers each year. Although that agreement expired in 2003, we have continued the same program with Prinoth, Inc. on an annual basis with the approval of Governor and Executive Council.

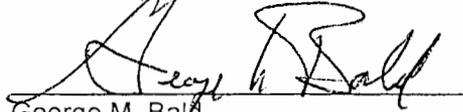
This fleet rotation program has worked very successfully for Cannon Mountain by continually providing an up-to-date fleet of groomers, and by reducing maintenance costs and capital outlay for outright purchases. Currently, there are only two vendors, Prinoth, Inc. (formally known as Bombardier) and Pisten Bully that sell snow groomers in this part of the country. Cannon determined years ago that the Pisten Bully cannot be operated safely on Cannon's narrow and steep trails because they are awkward to maneuver and much heavier than the Prinoth groomers. In addition, the mechanics at Cannon are fully trained to service Prinoth groomers which have had excellent service records. The Department has been using this program for thirteen years so far and would like to continue to do so by leasing the vehicle described in Schedule #05, therefore **sole source** approval is being requested.

The Attorney General's Office has reviewed and approved the Schedule #05 and related documents as to form, substance, and execution.

Respectfully submitted,

Concurred,


 Philip A. Bryce
 rector


 George M. Bald
 Commissioner

PAB/GMB/lml



Item # 3 J

11/17/11

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

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
WEB: www.nhstateparks.org

November 17, 2011

His Excellency Governor, John H. Lynch
and Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development (DRED), Division of Parks and Recreation, Cannon Mountain to enter into **SOLE SOURCE** addition of Schedule #04 to the previously approved Master Lease Equipment Agreement #09-169 with International Financial Services Corporation (IFSC) (VC# 204372), Libertyville, IL in the total amount of \$324,110. This additional Schedule is for the 4-year lease period for one Prinoth BR350 Sherpa TW Snow Groomer, from December 15, 2011 to April 15, 2015. The Governor and Executive Council originally approved the Master Lease Equipment Lease Agreement #09-169 and Schedule #01 on December 9, 2009, Item #46, and Schedules #02 and #03 on ~~December~~ ^{November} 17, 2010, Item #101. 100% Ski Area Funds

Funding is available in account titled, Cannon Mountain, as follows and pending budget approval for Fiscal Years 2014 and 2015:

		<u>FY12</u>	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>
03-35-35-351510-37030000-022-500257	Rents-Leases OTS	\$81,530	\$80,860	\$80,860	\$80,860

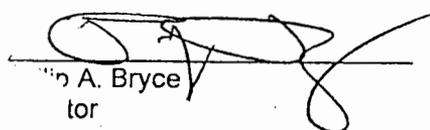
EXPLANATION

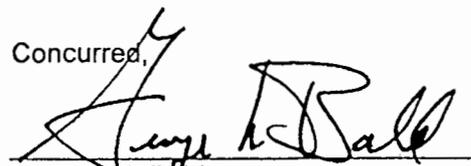
A master 4-year lease agreement to provide a fleet of updated groomers for Cannon was first approved by the Governor and Executive Council on November 10, 1999, Item #66. That lease, then with Bombardier Capital, Inc., provided the option to replace older groomers and keep three used groomers each year. Although that agreement expired in 2003, we have continued the same program with Prinoth, Inc. on an annual basis with the approval of Governor and Executive Council.

This fleet rotation program has worked very successfully for Cannon Mountain by continually providing an up-to-date fleet of groomers, and by reducing maintenance costs and capital outlay for outright purchases. Currently, there are only two vendors, Prinoth, Inc. (formally known as Bombardier) and Pisten Bully that sell snow groomers in this part of the country. Cannon determined years ago that the Pisten Bully cannot be operated safely on Cannon's narrow and steep trails because they are awkward to maneuver and much heavier than the Prinoth groomers. In addition, the mechanics at Cannon are fully trained to service Prinoth groomers which have had excellent service records. The Department has been using this program for twelve years so far and would like to continue to do so by leasing the vehicle described in Schedule #04, therefore **sole source** approval is being requested.

The Attorney General's Office has reviewed and approved the Schedule #04 and related documents as to form and substance, and will sign said documents following execution by the parties (IFSC and DRED) upon approval by Governor and Executive Council.

Respectfully submitted,


William A. Bryce
Director

Concurred,

George M. Bald
Commissioner



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

1121 101 11/17/11
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
 WEB: www.nhstateparks.org

October 12, 2010

His Excellency Governor, John H. Lynch
 and Honorable Executive Council
 State House
 Concord, N.H. 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development (DRED), Division of Parks and Recreation, Cannon Mountain to enter into **SOLE SOURCE** addition of Schedules #02 and #03 to the previously approved Master Lease Equipment Agreement No. 09-169 with International Financial Services Corporation (IFSC) (VC# 204372), Libertyville, IL in the total amount of \$391,000. These two additional Schedules are for a 4-year lease period for one Prinoth Bison snow groomer and one Prinoth Trooper snowmaking support vehicle, from November 17, 2010 to April 15, 2014. The Governor and Executive Council originally approved the Master Lease Equipment Lease Agreement No. 09-169 and Schedule #01 on December 9, 2009, Item #46. 100% Ski Area Funds

Funding is available in account titled, Cannon Mountain, as follows and pending budget approval for FY 2012, 2013 and 2014:

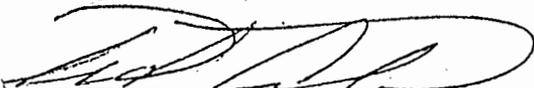
	FY11	FY12	FY13	FY 14
35-35-351510-37030000-022-500257 Rents - Leases	\$98,125	\$97,625	\$97,625	\$97,625
Other than State				

EXPLANATION

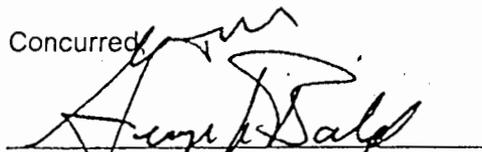
A master 4-year lease agreement to provide a fleet of updated groomers for Cannon was first approved by the Governor and Executive Council on November 10, 1999, Item #66. That lease, then with Bombardier Capital, Inc., provided the option to replace older groomers and keep three used groomers each year. Although that agreement expired in 2003, we have continued the same program with Prinoth, Inc. on an annual basis with the approval of Governor and Executive Council. This fleet rotation program has worked very successfully for Cannon Mountain by continually providing an up-to-date fleet of groomers, and by reducing maintenance costs and capital outlay for outright purchases. Currently, there are only two vendors, Prinoth, Inc. (formally known as Bombardier) and Pisten Bully that sell snow groomers in this part of the country. Cannon determined years ago that the Pisten Bully cannot be operated safely on Cannon's narrow and steep trails because they are awkward to maneuver and much heavier than the Prinoth groomers. In addition, the mechanics at Cannon are fully trained to service Prinoth groomers which have excellent service records. The Department has been using this program for eleven years and would like to continue to do so by leasing the two vehicles described in Schedules #02 and #03, therefore, sole source approval is being requested.

The Attorney General's Office has reviewed and approved the draft Schedules #02 and #03, and related documents, as to form and substance, and will sign said documents following execution by the parties (IFSC and DRED) following approval by Governor and Executive Council.

Respectfully submitted,


 Austin

Concurred


 George M. Bald
 Commissioner



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

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
 WEB: www.nhstateparks.org

November 19, 2009

The Honorable Governor John H. Lynch
 And Honorable Executive Council
 State House
 Concord, N.H. 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Parks & Recreation Cannon Mountain to enter into a **SOLE SOURCE** lease agreement with **International Financial Services Corporation (VC 204372)** of **Libertyville, IL** in the amount of **\$235,508.00** for a four (4) year lease for one Prinoth snow groomer from December 15, 2009 to April 15, 2013.

Funding is available in account, Cannon Mountain, as follows pending budget approval.

	<u>FY 10</u>	<u>FY11</u>	<u>FY12</u>	<u>FY13</u>
35-35-351510-3703017-022-500257 Rents & Leases	\$59,252.00	\$58,752.00	\$58,752.00	\$58,752.00

EXPLANATION

A master four year agreement to provide a fleet of updated groomers for Cannon was approved at Governor & Executive Council on November 10, 1999, item #66. That lease with Prinoth (formerly Bombardier) via leasing company Alter Moneta, provided for one new groomer and three used groomers each year, with a new groomer provided in return for the oldest used one. The agreement expired in 2003, but we have continued the program on an annual basis with the approval of Governor and Council, with the last approval being November 18, 2009 (item #26) for the balance of the agreement with Alter Moneta for Cannon's three used groomers. This year we were advised that Alter Moneta would not be doing any leases inside the United States. Consequently, Prinoth has set up their leasing company as International Financial Services Corporation. This agreement is for this season's new groomer.

This program has worked very successfully for Cannon Mountain by continually providing an up to date fleet of groomers, reducing maintenance costs, and capital outlays for outright purchases. The Department wants to continue to use this program on an annual basis. There are only two vendors Prinoth Inc., and Pisten Bully that sell snow groomers in this part of the country. Cannon determined years ago the Pisten Bully cannot be operated safely on Cannon's narrow and steep trails because they are awkward to maneuver and much heavier than the Prinoth groomers. In addition, the mechanics at Cannon are fully trained to service Prinoth groomers, which have excellent service record, and since we have been on this program for ten years: every groomer in our fleet have initially been received as new at Cannon. Consequently we seek your approval to continue this program on a sole-source basis.

Respectfully submitted,

Concur,

Ted Austin
 Director

George M. Bald
 Commissioner

TA/GMB/gf