



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

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October 16, 2013

*Site Source*

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

**REQUESTED ACTION**

1. Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Mount Washington State Park (MWSP) to enter into a **SOLE SOURCE** Master Equipment Lease Agreement #13-131 with International Financial Services Corporation (IFSC) of Libertyville, IL to establish an on-going lease program for MWSP upon Governor and Executive Council approval. No cost is involved for the establishment of this program with IFSC.
2. Further authorize the Department to enter into **SOLE SOURCE** Schedule #01 of the Master Lease Agreement #13-131 with International Financial Services Corporation (IFSC) (VC# 204372), of Libertyville, IL in the total amount of \$194,670 for the 4-year lease of one new Husky Snow Groomer with Passenger Cabin for MWSP upon Governor and Executive Council approval from December 1, 2013 to May 1, 2017. 100% Revolving Funds

Funding is available in account titled, Mt. Washington Commission, as follows and pending budget approval for Fiscal Years 2016 and 2017:

		<u>FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>
03-35-35-351510-37420000-022-500257	Rents-Leases OTS	\$49,295	\$49,125	\$49,125	\$49,125

**EXPLANATION**

MWSP would like to take advantage of this lease program which is similar to one that has worked very successfully for many years at Cannon Mountain. By entering into a 4-year rotating lease program, MWSP will be able to provide staff, paying customers, and authorized agents with the safest, most up-to-date snow groomer for traveling to and from the top of Mount Washington which encounters some of the worst weather conditions. Fuel efficiency and minimal maintenance downtime will also be a benefit for MWSP as they won't have to refuel as often nor miss opportunities for traveling during good weather.

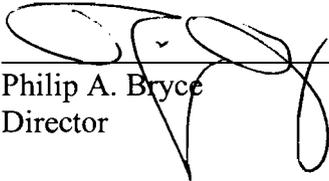
Currently, there are only two vendors that sell snow groomers in this part of the country, Prinoth, Inc. and Pisten Bully. Cannon determined years ago that the Pisten Bully cannot be operated safely on narrow and steep trails because they are awkward to maneuver and much heavier than the Prinoth groomers. Since the conditions at MWSP can be even more extreme than those at Cannon, the Department opted to lease a machine from Prinoth.

For the reasons stated above, the Department respectfully requests **sole source** approval of both the program and its first lease schedule.

The Attorney General's Office has reviewed and approved the Master Equipment Lease Agreement #13-131 and Schedule #01 and related documents as to form, substance, and execution.

Respectfully submitted,

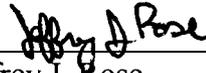
Concurred, *TM*



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Philip A. Bryce  
Director

PAB/JJR/lml



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Jeffrey J. Rose  
Commissioner

**INTERNATIONAL FINANCIAL SERVICES CORPORATION**

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

**MASTER EQUIPMENT LEASE AGREEMENT #13-131**

**LESSEE: STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION  
D/B/A MOUNT WASHINGTON STATE PARK  
Mount Washington Auto Road  
Gorham, NH 03581**  
**CONTACT: Mike Pelchat, MWSP-Manager**  
**PHONE: (603) 466-3347**

1. Subject to the terms and conditions contained herein, Lessor hereby leases to Lessee, and Lessee leases from Lessor, the items of personal property (which, together with any replacement parts, additions, substitutions, repairs or accessories now or hereafter incorporated in or affixed to it, hereinafter referred to collectively as the "Equipment", which Lessee confirms is being leased and will be used solely for commercial or business purposes (and not for consumer, personal, family or household purposes) described more fully in an equipment schedule (hereafter "Equipment Schedule") executed by Lessor and Lessee that specifically incorporates the terms and conditions of this Master Equipment Lease Agreement by reference (any such Equipment Schedule hereinafter referred to as a "Lease").

Each Equipment Schedule shall be considered a separate independent and enforceable lease. An executed counterpart of this Master Equipment Lease Agreement (including any supplements, addenda or riders hereto) or xerographic copy hereof, together with an executed Equipment Schedule, shall be the original of the lease for the Equipment described on such Equipment Schedule and together they constitute and shall be referred to herein as the "Lease" with respect to such Equipment. To the extent that this Lease constitutes chattel paper, as such term is defined in the Uniform Commercial Code of the applicable jurisdiction, no security interest in this Lease may be created through the transfer of possession of any counterpart other than a photocopy of the Master Equipment Lease Agreement marked "Copy" and the Equipment Schedule marked "Original". All other executed counterparts of the Equipment Schedule shall be marked "Duplicate".

2. With respect to each Lease, the term of each Lease (the "Entire Term") shall commence upon the Commencement Date and shall continue for the number of months (plus any partial month, if the Commencement Date is other than the first day of a month) stated in such Equipment Schedule. Lessee authorizes Lessor to insert such Commencement Date, provided that such date shall not be earlier than the date of delivery to Lessee of all or a substantial part of the Equipment.

3. The total rent for the Entire Term of each Lease is equal to the monthly rent payment multiplied by the number of months as both are stated in the Equipment Schedule (plus a pro-rata portion of one month's rent, if the Commencement Date is other than the first day of a month). Lessee agrees to pay the total rent in monthly installments, in advance, each in such stated amount (except, in the event the commencement date is other than the first day of a month, the first installment shall be a pro-rata portion of such amount), commencing on the Commencement Date and continuing on the first day of each month thereafter. The "Advance Rentals" stated in the Equipment Schedule shall be paid by Lessee prior to Lessor's acceptance of the Equipment Schedule, and shall be applied to such rental installments as stated therein. In the event the term of this Lease does not commence for any reason whatsoever, the Advance Rentals shall be retained by Lessor not as a penalty but as liquidated damages to cover Lessor's Administrative expenses in processing the application for the Equipment Schedule. Payment of all rentals and other amounts payable hereunder shall be made to Lessor at its above stated address or as it shall otherwise designate in writing. THIS MASTER EQUIPMENT LEASE AGREEMENT AND EACH EQUIPMENT SCHEDULE EXECUTED BY LESSEE IN CONNECTION HERewith IS IRREVOCABLE AND MAY NOT BE CANCELED, TERMINATED OR REVOKED BY LESSEE DURING THE TERM THEREOF FOR ANY REASON WHATSOEVER.

4. LESSEE REPRESENTS THAT IT HAS SELECTED THE EQUIPMENT PRIOR TO HAVING REQUESTED LESSOR TO PURCHASE THE SAME FOR LEASING TO LESSEE, AND LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING (WITHOUT LIMITATION) LESSOR'S TITLE TO OR THE SUITABILITY OF THE EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, ITS CAPACITY, ITS OPERATION, ITS PERFORMANCE, ITS DESIGN, ITS MATERIALS, ITS WORKMANSHIP AND/OR ITS QUALITY AND AS BETWEEN LESSEE AND LESSOR OR LESSOR'S ASSIGNEE, LESSEE LEASES THE EQUIPMENT "AS IS". LESSEE REPRESENTS THAT ALL THE EQUIPMENT SPECIFIED AND LEASED BY LESSEE IN ALL SCHEDULES IS STANDARDIZED WITHIN ITS INDUSTRY AND FURTHER THAT ITS COMMERCIAL VALUE IS NOT CONTINGENT UPON USE BY THE LESSEE.

Commissioner's Initials for Lessee:



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Lease #13-131

LESSOR AND LESSOR'S ASSIGNEE SHALL NOT BE LIABLE TO LESSEE OR ANY THIRD PARTY FOR ANY LOSS DAMAGE, INJURY OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY OF THE EQUIPMENT OR THE USE OR MAINTENANCE THEREOF OR ANY DEFECT THEREIN, THE FAILURE OF OPERATION THEREOF, OR ANY REPAIR, SERVICE OR ADJUSTMENT THERETO, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF OR BY ANY INTERRUPTION OR SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, INCLUDING (WITHOUT LIMITATION) ANY LOSS OF ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR SHALL LESSOR BE LIABLE FOR ANY DAMAGES WHICH MAY BE ASSESSED AGAINST LESSEE IN ANY ACTION FOR INFRINGEMENT OF ANY UNITED STATES PATENT, TRADEMARK OR COPYRIGHT. LESSOR MAKES NO WARRANTY AS TO THE TREATMENT OF THIS LEASE FOR TAX OR ACCOUNTING PURPOSES, OR AS TO THE COMPLIANCE OF THE EQUIPMENT WITH APPLICABLE GOVERNMENT REGULATIONS OR REQUIREMENTS, WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE SELLER NAMED IN THE EQUIPMENT SCHEDULE AND/OR MANUFACTURER OF THE EQUIPMENT. NO REPRESENTATION OR WARRANTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY SELLER SHALL BE BINDING ON LESSOR NOR SHALL THE BREACH OF SUCH RELIEVE LESSEE OF, OR IN ANY WAY AFFECT, ANY OF LESSEE'S OBLIGATIONS TO LESSOR AS SET FORTH HEREIN. Lessee agrees to look solely to the manufacturer or the carrier of the Equipment ("Seller") (which are solely responsible for supplying Lessee with all literature and manuals respecting the Equipment) for any claim arising from any defect, breach of warranty, failure or delay in delivery, misdelivery or inability to use the Equipment for any reason whatsoever and Lessee's obligations to Lessor hereunder shall not in any manner be affected thereby, including (without limitations) Lessee's obligations to pay Lessor all rent and other amounts payable under this Lease.

5. Lessee and Lessor agree and acknowledge that it is the intent of both parties that in the event Article 2A of the Uniform Commercial Code ("UCC") is deemed to be applicable to this Lease; this Lease shall qualify as a statutory finance lease under the UCC. Lessee acknowledges and agrees that Lessee has selected both: (1) the Equipment; and (2) the supplier from whom Lessor is to purchase the Equipment. Lessee acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or of the supplier, and Lessor has not selected, manufactured or supplied the Equipment. **LESSEE IS ADVISED THAT IT MAY HAVE RIGHTS UNDER THE CONTRACT EVIDENCING THE LESSOR'S PURCHASE OF THE EQUIPMENT FROM THE SUPPLIER CHOSEN BY LESSEE AND THAT LESSEE SHOULD CONTACT THE SUPPLIER OF THE EQUIPMENT FOR A DESCRIPTION OF ANY SUCH RIGHTS.** Lessor agrees to order the Equipment from Seller but shall not be liable for specific performance or damages if, for any reason Seller delays or fails to fill such order. Lessor has no obligation to install the Equipment. Lessee acknowledges that Lessor is not the manufacturer or a supplier or a dealer of the Equipment and that Lessor has not recommended Seller to Lessee. Lessee hereby waives any claim against Lessor with respect to negligence or strict liability in the design, construction or manufacture of the Equipment.

This Lease shall constitute an Equipment Lease Agreement and nothing herein shall be construed as conveying to Lessee any right, title or interest in any of the Equipment.

6. Lessee shall accept the Equipment upon its delivery and authorizes Lessor to insert herein the serial numbers and any additional description of the items of Equipment so delivered. Unless Lessee gives Lessor and Seller written notice of each defect or other proper objection to any item of Equipment within five (5) days after delivery thereof, it shall be conclusively presumed that the Equipment was duly delivered and unconditionally accepted by Lessee. If Lessee wrongfully refuses delivery of any item of Equipment for any reason whatsoever, then and in that event, Lessee agrees to pay the price invoiced to Lessor by Seller, or if such payment is not made, Lessee indemnifies and holds Lessor harmless from and against, and agrees to protect and (at Lessor's option) to defend Lessor at Lessee's sole expense against (with counsel acceptable to Lessor), any claim or liability and damage by Seller with reference to such item of Equipment. Upon such payment, the applicable Lease shall terminate as to such item of Equipment only, and the rental thereunder shall be proportionately adjusted. Lessor shall not be responsible for the failure of the purchase order to contain any description, specification, term, or condition with respect to any item Leased hereunder, or its delivery, assembly or installation not set forth herein.

7. Lessee shall keep the Equipment within the United States at the "Location" of Equipment stated in the Equipment Schedule or, if none is specified, at Lessee's above-stated address within the United States, and Lessee shall not remove any of the Equipment therefrom without Lessor's prior written consent.

8. Lessee shall use the Equipment in a careful manner and shall at all times, at its sole expense, keep and maintain the Equipment in good working condition, order, repair and appearance and comply with all laws, ordinances, regulations or requirements of any governmental authority, official, board or department relating to its installation, possession, use or maintenance. Lessee shall not make any alterations, additions or improvements to the Equipment, which are not readily removable without causing damage to or reducing the value of the Equipment. All alterations, additions, or improvements not readily removable shall become property of the Lessor. Lessee agrees to cause the Equipment to be maintained by the original manufacturer's maintenance program or by independent agents certified by the original manufacturer or by Lessor.

Commissioner's Initials for Lessee: \_\_\_\_\_



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Lease #13-131

Lessee at its expense shall keep all Equipment current with the seller's latest safety, mechanical and software enhancements/ upgrades offered or recommended. At the end of this Lease, Equipment Lease Schedule or any renewal hereto, if the Lessee does not purchase the Equipment or enter into a renewal with the Lessor, any fees, charges or assessments of any kind whatsoever charged by the original manufacturer or their agent to re-certify, refurbish, or update the Equipment to qualify the Equipment for a resale, renewal lease, rental, or new maintenance or service agreement, shall be borne by the original Lessee. In lieu of the expenses / reimbursements in the immediately preceding sentence, the Lessor, at its sole election, shall have the right to bill and collect a one-time restocking / refurbishing fee in an amount equal to twelve and one-half percent of the original equipment cost. Any electronic / electrical / digital waste or scrap fees or any other taxes, charges, or fees assessed on the disposal of any of the Equipment under the Lease, shall be borne by the Lessee.

9. The Equipment is, and shall at all times remain, the property of the Lessor and Lessee shall have no right, title or interest therein or thereto except as expressly set forth herein. Upon Lessor's request, Lessee shall affix and keep in a prominent place on each item of Equipment such labels, plates and/or other markings indicating that the Equipment is owned by Lessor as Lessor shall specify. Lessor shall have the right during normal hours, upon reasonable prior notice to Lessee, to enter upon the premises where the Equipment is located in order to inspect, observe or remove the Equipment or to otherwise protect Lessor's interest. No invoice of Seller to Lessee shall, at any time, be deemed to have passed title to any of the Equipment to Lessee. Lessee hereby irrevocably and unconditionally assigns to Lessor all of Lessee's rights (but not its obligations) under any invoice or purchase order relating to the Equipment. Lessee shall not change or remove any insignia, label, plate or lettering that is on the Equipment at the time of delivery thereof, or that is thereafter placed thereon, indicating Lessor's ownership thereof. Except as may otherwise be provided by any written purchase or renewal option duly executed by Lessor, Lessee shall have no right to purchase or otherwise acquire title to or ownership of any of the Equipment or to extend the term of this Lease.

10. The Equipment shall be and remain personal property notwithstanding the manner in which it may be attached or affixed to realty. Lessee represents, warrants and covenants that, unless Lessee owns the premises in which the Equipment is to be located and such premises are not subject to any mortgage or lease, Lessee shall provide to Lessor, within ten (10) days following the execution by Lessee of a Lease, with a waiver from each landlord and/or mortgagee of the premises in which the Equipment is to be located of any rights which such landlord and/or mortgagee may have in respect of any of the Equipment (including, but not limited to, claims against the Equipment by reason of accession or distraint, or that the Equipment constitutes a fixture affixed to real property) and to procure for Lessor, in form acceptable to Lessor, such documents with respect to such waiver as Lessor may reasonably request.

11. In the event Article 2A of the UCC is deemed to be applicable to this Lease, Lessee hereby agrees to waive any and all rights and remedies given by Section 2A-508 through 2A-522 of the UCC, including but not limited to the right to: reject the Lease and Equipment; cancel the Lease; revoke acceptance of the Equipment; "cover" by making any purchase or lease of Equipment in substitution for property due from Lessor; grant a security interest in the Equipment in its possession and control for any reason; recover damages under such UCC-2A sections for any breach of warranty and/or seek remedies of specific performance, replevin or the like for any Equipment. In addition, to the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies.

12. Lessee shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any part thereof from any cause whatsoever during the term of this Lease and thereafter until redelivery to a location designated by Lessor, and shall not be relieved of the obligation to pay the total rent or any other obligation hereunder because of any such occurrence. In the event of damage to any of the Equipment, Lessee, at its sole expense and at the option of Lessor, shall immediately place the same in good condition and repair. If Lessor determines that any of the Equipment is lost, stolen or destroyed or damaged beyond repair, Lessee, at its sole expense and at the option of Lessor, shall (a) replace the same with like equipment in good condition and repair, or (b) acquire Lessor's interest in such item of Equipment by paying Lessor in cash (in addition to any other amount due hereunder) the unpaid balance of the total rent for the unexpired term hereof attributed to such item of Equipment with the future rent being discounted to its present value at a discount rate of 1.5% per annum as of the date of payment, plus Lessor's residual value as may be allocated to such Equipment.

13. Lessee shall, at its expense, keep the Equipment fully insured in favor of Lessor against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total rent hereunder, plus Lessor's residual value as may be allocated to such Equipment, or (b) the full replacement cost of the Equipment without consideration for depreciation. Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of like property, with companies satisfactory to Lessor. Each policy shall provide that, as to the interest or coverage of Lessor or Lessor's assignee, the insurance afforded thereby shall not be suspended, forfeited, or in any manner prejudiced by any default or by any breach of warranty condition, or covenant on the part of Lessee. Lessor, at its option, may apply any proceeds of such insurance to replace or repair such Equipment and/or to Lessee's obligations hereunder. If Lessee shall fail to provide any such insurance or, within ten (10) days after Lessor's request therefor, shall fail to deliver the policies or

Commissioner's Initials for Lessee: 



Assignee at the place of payment designated in such notice. Lessee acknowledges that any assignment of Lessor's interest would neither materially change the Lessee's obligations hereunder nor materially increase the burden or risk imposed on the Lessee under this Lease. Lessee further acknowledges that an assignment by the Lessor of its interest hereunder will be permitted even if the assignment would deem to materially affect the Lessee's interest.

17. As used in this Lease, the term "Event of Default" shall mean any one or more of the following: (a) the failure by Lessee to make any payment within ten (10) days when due hereunder or the failure by an Obligor (as hereinafter defined) to pay when due any of the Liabilities (as hereinafter defined); (b) the failure by an Obligor to observe or perform (i) any other agreement or obligation to be observed or performed hereunder or under any agreement, document or instrument delivered to Lessor by or on behalf of any Obligor or otherwise relating to any of the Liabilities (collectively, the "Other Documents"), or (ii) any other obligation of an Obligor to Lessor; (c) any representation or warranty made by or on behalf of any Obligor in this Lease or in any of the Other Documents shall at any time prove to have been incorrect or untrue when made; (d) the making by an Obligor of any misrepresentation to Lessor or the failure on the part of an Obligor to disclose to Lessor any material fact in connection with this Lease or otherwise, either contemporaneously herewith or at any time prior to subsequent to the execution hereof; (e) the breach by an Obligor of any warranty contained herein or in any Other Documents, including, without limitation, Lessee's failure to obtain or maintain any insurance required by Lessee hereunder; (f) a default in the payment of any indebtedness owed to any individual or entity other than Lessor, or a default in the performance or observance of the terms of any agreement, document or instrument pursuant to which such indebtedness was created, secured or guaranteed, the effect of which default is to cause or permit the holder of any such indebtedness to cause the same to be due prior to its stated maturity (whether or not such default is waived by the holder thereof); (g) the failure of an Obligor to pay, withhold, collect or remit when asserted or due any tax, assessment or other sum payable with respect to the Equipment or any security for any of the Liabilities (including, without limitation, any premium on any insurance policy with respect to any of the Equipment or any security for any of the Liabilities, or any insurance policy assigned to Lessor as security for any of the Liabilities), or the making of any tax assessment against any Obligor by the United States or any state or local government; (h) the entry of a judgment against an Obligor or any attachment, levy or execution against any property of an Obligor, or the condemnation or seizure of any part of any property of an Obligor by any governmental authority or court at the instance of such governmental authority; (i) the death of an Obligor, if an individual, or the death of any individual member of an Obligor, if a partnership or joint venture; (j) the change in control, management, ownership, or operations of the Obligor, or the suspension of the usual business of an Obligor, or the dissolution, liquidation or other termination of existence of the Obligor, or the adoption of any resolution for the dissolution, liquidation or other termination of existence of an Obligor, or the sale of material assets of an Obligor; (k) the failure of an Obligor (or any admission in writing by an Obligor of its inability) to generally pay its debts as they become due or the insolvency or business failure of an Obligor; (l) the filing of an application for appointment of trustee, custodian or receiver for any Obligor or of any part of an Obligor's property, or an assignment for the benefit of creditors by an Obligor, or the making or sending of notice of any intended bulk transfer by an Obligor; (m) the filing of a petition in bankruptcy by or against an Obligor, or the commencement by or against an Obligor of any proceeding under any bankruptcy or insolvency law or statute, or any law or statute relating to the relief of debtors or arrangement of debt, readjustment of indebtedness, reorganization, receivership or compositions, or the extension of indebtedness; or (n) such a change in the condition or affairs (financial or otherwise) of an Obligor as shall, in sole opinion of Lessor, increase Lessor's risk with respect to this Lease, the Equipment or any of the Liabilities or any security therefor. Upon the occurrence of an Event of Default, then, at Lessor's option, and at any time, the entire unpaid total rent for the balance of the Entire Term, with the future rents being discounted to its present value at a discount rate of 1.5% as of the date of payment or judgment, whichever occurs first, hereof shall be at once due and payable and/or Lessor may, without demand or legal process, terminate this Lease and enter upon the premises where the Equipment is located, take possession of and remove same, and exercise any one or more of the following rights and remedies, without liability to Lessee therefor and without affecting Lessee's obligations hereunder; (i) sell, lease or otherwise dispose of the Equipment or any part thereof at one or more public or private sales, leases or other dispositions, at wholesale or retail, for such consideration, on such terms, for cash or on credit, as Lessor may deem advisable, on at least (10) days' prior notice to Lessee of any public sale or of the time after which private sale, lease or other disposition may be made (which notice Lessee acknowledges is reasonable); and/or (ii) retain the Equipment or any part thereof, crediting Lessee with the then reasonable rental value thereof for the balance of the Entire Term of this Lease; and/or (iii) require Lessee to assemble all Equipment at Lessee's sole expense, for Lessor's benefit, at a place reasonably designated by Lessor; and/or (iv) pursue any other remedy granted by an existing or future document executed by Lessee or by law. Lessee agrees to pay all Lessor's expenses, including (but not limited to) the costs of repossessing, storing, repairing and preparing Equipment for sale or lease, commissions payable in connection with any such sale or lease, and reasonable attorney's fees if an attorney shall be consulted. The net proceeds realized from any such sale, lease or other disposition



or the exercise of any other remedy, after deducting therefrom an amount equal to the anticipated residual value of the Equipment (discounted to its present value as of the date of default at a discount rate of 1.5% per annum) and all expenses (which amount shall be retained by Lessor), shall be applied toward payment of the discounted unpaid rentals hereunder through the end of the Entire Term of the Lease (discounted to its present value as of the date of default at a discount rate of 1.5% per annum) and any other amounts due hereunder, with Lessee to remain liable for any deficiency. Any amount due Lessor under this Section 17 shall be deemed liquidated damages for the breach hereof and not a penalty. All rights and remedies of Lessor shall be cumulative and not alternative and are in addition to any other remedies provided by law. Lessor's failure to exercise or delay in exercising any right or remedy shall not be construed as a waiver thereof, nor shall a waiver on one occasion be construed to bar the exercise of any right or remedy on a future occasion.

For purposes of this Lease, (a) the term "Obligor" shall mean Lessee and any guarantor, Pledgor or hypothecator, and any other party liable for any of the Liabilities of Lessee in addition to Lessee, and (b) the term "Liabilities" shall mean all liabilities and obligations of any kind of all Obligors (or any partnership, joint venture or other group of which an Obligor is a member) to Lessor whether (i) for the account of Lessor, or as agent for others, (ii) acquired directly or indirectly by Lessor from Lessee or otherwise, (iii) absolute or contingent, joint or several, secured or unsecured, liquidated or unliquidated, due or not due, contractual or tortious or now existing or hereinafter arising, or (iv) incurred by an Obligor as principal, surety, endorser, guarantor or otherwise, and including without limitation all expenses and attorney's fees, incurred by Lessor in connection with any such liabilities or obligations or any security therefor.

18. Whenever any rental or other amount payable to Lessor by Lessee hereunder is not paid within ten (10) days of such payments due date, Lessee agrees to pay Lessor, on demand, as liquidated damages and not as a penalty; (a) with respect to rental payments, (as a fee to offset Lessor's collection and administrative expenses) the greater of twenty-five dollars (\$25.00) or ten percent (10%) of the overdue amount to the extent permitted by applicable law. Such amount(s) shall be payable in addition to all amounts payable by Lessee as a result of exercise of any of the remedies herein provided. Lessee agrees to also reimburse Lessor for any expenses (including Lessor's attorney's fees and costs) arising out of or caused by the Lease.

19. Lessee agrees that this Lease is irrevocable for the Entire Term, that Lessee's obligations under this Lease are absolute and unconditional and shall continue without abatement and regardless of any disability of Lessee to use the Equipment or any part thereof because of any reason including, but not limited to war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery, failure of the Equipment to operate properly, termination by operation of law or any other cause. Lessee warrants that the application, statements and credit or financial information submitted by it to Lessor are true and correct and made to induce Lessor to enter into this Lease and to order the Equipment from Seller. Lessee agrees to provide to Lessor audited financial statements and quarterly internal statements using Generally Accepted Accounting Principles. Lessee warrants that this Lease has been duly authorized, executed and delivered by Lessee, and constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and that no provision of this Lease is inconsistent with Lessee's charter, by-laws, or any loan or credit agreement or other instrument to which Lessee is a party or by which Lessee or its property may be bound or affected or conflicts with any applicable law, rule or regulation, and no claim, action or suit is pending or has been threatened that would adversely affect Lessee's ability to enter into or perform its obligations under this Lease. Lessee shall not change its name or its address without providing Lessor with at least thirty (30) days prior written notice thereof.

20. Lessee warrants, covenants and agrees that upon expiration or termination of this Lease and any renewal hereof, with respect to any item of Equipment, Lessee shall, at its expense, return such Equipment in the same condition as received by delivering same to Lessor or to a place designated by Lessor within the continental United States. **HOLDOVER:** If the Lessee does not return the Equipment at the end of the Lease or pay the appropriate purchase option (if any) without prior approval from Lessor, the Lessor at its election may extend the Lease for one year intervals at double the initial rent per month. De-installation and return of the Equipment shall be performed by mechanics and technicians then currently trained and qualified by the original manufacturer and/or approved by Lessor in conformance with the manufacturers' original specification. All accessories, including but not limited to interconnect cabling, wiring, instruction manuals, electrical schematics, spare parts shall be returned in good working order. Lessee acknowledges that failure to return the Equipment as specified above will result in partial or total loss for which Lessee shall be responsible.

21. Lessee further agrees that upon expiration of this Lease it shall pay promptly all costs, expenses and obligations of every kind and nature relating to the Equipment which may arise or become due during the term of this Lease, whether or not specifically mentioned herein. No rental or other sums payable by Lessee pursuant to this Lease shall be subject to set-off, deduction, counterclaim, abatement, recoupment, or reduction, nor shall this Lease terminate, nor shall Lessee be entitled to any credit against such rental or other sums for any reason whatsoever, including, but not in any way limited to,

Commissioner's Initials for Lessee: 



such further documents and do such further acts as Lessor may reasonably request in order fully to effect the purposes of this Lease, and any assignment hereof. Notwithstanding Lessee's acknowledgment, if any, that this is a "true lease", Lessee hereby authorizes Lessor, at its option and as contemplated by Section 9-408 of the UCC or otherwise, to file financing statements covering the Equipment signed only by Lessor for Lessee, and agrees to pay Lessor the actual fee for such filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. In the event a court with competent jurisdiction rules that this Lease is a secured transaction governed by usury laws and that the interest rate charged under this Lease exceeds the maximum rate of interest allowed by applicable law, then the effective rate of interest hereunder shall be automatically reduced to the maximum lawful rate allowable under the applicable usury laws.

27. This Lease and each applicable Equipment Schedule thereto may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Lease and Equipment Schedule.

**28. NONE OF THE PROVISIONS OF THIS LEASE CAN BE AMENDED, MODIFIED OR WAIVED EXCEPT IN WRITING SIGNED BY THE LESSEE AND LESSOR.**

**LESSOR:**

**INTERNATIONAL FINANCIAL  
SERVICES CORPORATION**

Signature: 

Title: Funding Coordinator

Date Accepted: October 4, 2013

**LESSEE:**

**STATE OF NEW HAMPSHIRE DIVISION OF  
PARKS AND RECREATION  
D/B/A MOUNT WASHINGTON STATE PARK**

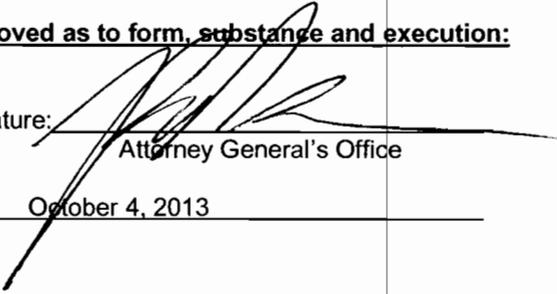
The undersigned warrants that he is a duly Authorized Corporate officer, partner or proprietor of the above named Lessee.

Signature: 

Name & Title: Jeffrey J. Rose, Commissioner

Date: October 4, 2013

**Approved as to form, substance and execution:**

Signature:   
Attorney General's Office

Date: October 4, 2013

**INTERNATIONAL FINANCIAL SERVICES CORPORATION**

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

---

October 4, 2013

Via E-mail:  
[mike.pelchat@dred.state.nh.us](mailto:mike.pelchat@dred.state.nh.us)

Mr. Michael Pelchat, MWSP-Manager  
STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION  
D/B/A MOUNT WASHINGTON STATE PARK  
Mount Washington Auto Road  
Gorham, NH 03581

Dear Mike:

Enclosed is our set of documents for Schedule #01 in the amount of \$204,000.00 to MASTER EQUIPMENT LEASE AGREEMENT #13-131 between STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION D/B/A MOUNT WASHINGTON STATE PARK as Lessee and International Financial Services Corporation as Lessor.

*To avoid confusion and administrative headaches, we have taken the liberty to date all of the documents October 4, 2013. 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 need to be executed by **Jeffrey J. Rose as Commissioner** as follows:

1. Master Lease (8 pages) - please initial pages 1-7. On page 8, please sign and also have executed by the Attorney General's office.
2. Schedule #01 - please sign and also have executed by the Attorney General's office.
3. Acceptance Notice- *will be sent once the equipment is delivered and accepted.*
4. Purchase Option – please sign and also have executed by the Attorney General's office.
5. Insurance Information – please complete.
6. Tax Status Certificate – please sign and if applicable, forward a TAX EXEMPTION CERTIFICATE.
7. Addendum A – please sign.
8. Addendum B – please sign.
9. Addendum C – please sign.
10. Invoice- please enclose a check for **\$49,295.00.**

**Please enclose a copy of the signed Sales Agreement between Prinoth LLC and Mt. Washington State Park.**

**NOTE:** IFS credit approvals are subject to all documents and other necessary items as requested or required by IFS, in a form and substance satisfactory to IFS, being received within seven (7) working days.

**Please complete the following for Book Keeping purposes:**

Please verify the company name that will be using this equipment: MOUNT WASHINGTON STATE PARK

Please list any other company names operating at your address: \_\_\_\_\_

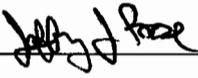
Approximate Delivery date: November 15, 2013

Equipment to be located at: Mount Washington Auto Road in Gorham, NH 03581

County where equipment will be located: Coos County

**\*\*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:  DATE: 10/4/2013

**\*\*OPTIONAL TESTIMONIAL\*\***

IFS has a new initiative and is seeking permission to use a brief one line testimonial from our clients when they feel we have gone above and beyond the normal expected service. By your signature below, would you please grant IFS permission to use your company, name and logo in our advertising campaign and/or website? Additionally, if you have comments about IFS, its staff and the service we have provided, briefly comment below.

*Acknowledged and agreed by* STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION  
D/B/A MOUNT WASHINGTON STATE PARK

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**\*\*\*Please return ALL documents, including this cover letter immediately to:**

**International Financial Services Corporation  
Attn: Christine M. Deering  
1113 S. Milwaukee Avenue, Suite 301  
Libertyville, IL 60048**

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 #01  
FOR MASTER EQUIPMENT LEASE AGREEMENT #13-131**

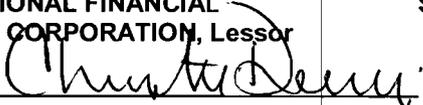
This Schedule is executed and delivered by **STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION D/B/A MOUNT WASHINGTON STATE PARK** whose signatures appear below, in accordance with the terms and as part of that certain Master Equipment Lease Agreement #13-131 dated October 4, 2013 (the "Master Lease") between Lessor, and Lessee (the defined terms in the Lease being herein used with the same meaning):

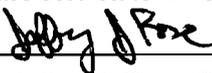
<b>TERM:</b>	<u>37</u>	A total of four (4) payments in the amount of <b>\$49,125.00</b> each plus applicable taxes, payable as follows: One (1) payment per year payable on the first (1st) day of each December, commencing on December 1st, 2013 continuing through, May 1st, 2017.
<b>Periods are:</b>	<u>Monthly</u>	
<b>Total # of Lease Payments:</b>	<u>4</u>	
<b>Effective Date:</b>		

- DESCRIPTION OF EQUIPMENT COVERED BY THIS SCHEDULE:** New (2013) Husky TG Groomer with Passenger Cabin, Mercedes 197hp Tier 3 Engine, Rexroth drive system, heated wipers, heated windshield and side/ rear windows, heated outside rear view mirrors, guard plate, end block heater, rear deck with snow guards, halogen rear lights, sidelights and indicators, double parabolic spotlight, solid rubber tires, 2.8 steel tracks with sprockets, 2.5 all season tracks, quick mount 3.1M 12-way blade, rear pintle hitch, silver heated passenger cabin, ladder for cabin and all other accessories and attachments thereto.
- LOCATION:** The Equipment covered by this Schedule shall be located at:  
**Mount Washington State Park: Mount Washington Auto Road, Gorham, NH 03581**
- SELLER:** The Seller of the Equipment is:  
Prinoth, LLC located at 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 hereof 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 above are based on the total original EQUIPMENT cost (which is hereby defined as the total price paid, including any amendments thereto, for all equipment, taxes, freight, rigging, installation and any other charges) which is an estimate, and each shall be adjusted proportionally if the actual EQUIPMENT cost 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 Equipment 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.

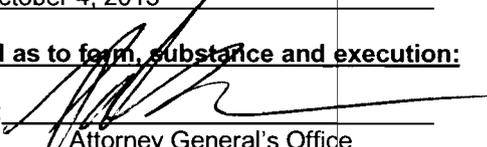
**INTERNATIONAL FINANCIAL SERVICES CORPORATION, Lessor**

**STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION D/B/A MOUNT WASHINGTON STATE PARK, Lessee**

Signed By:   
Title: Funding Coordinator  
Date: October 4, 2013

Signed By:   
Name & Title: Jeffrey J. Rose, Commissioner  
Date: October 4, 2013

**Approved as to form, substance and execution:**

Signature:   
Attorney General's Office

Date: October 4, 2013

**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**

**FOR MASTER EQUIPMENT LEASE AGREEMENT #13-131  
SCHEDULE #01**

Master Equipment Lease Agreement #13-131, Schedule #01, dated October 4, 2013 between STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION D/B/A MOUNT WASHINGTON STATE PARK, as Lessee and International Financial Services Corporation as Lessor;

Party of the first part, STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION D/B/A MOUNT WASHINGTON STATE PARK (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 warrants 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:**

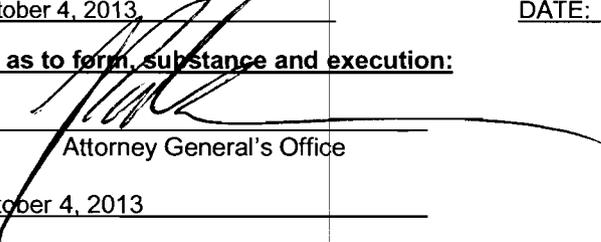
**INTERNATIONAL FINANCIAL SERVICES CORPORATION, Lessor**

By: 

TITLE: Funding Coordinator

DATE: October 4, 2013

**Approved as to form, substance and execution:**

Signature: 

Attorney General's Office

Date: October 4, 2013

**STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION  
D/B/A MOUNT WASHINGTON STATE PARK, Lessee**

SIGNED BY: 

NAME & TITLE: Jeffrey J. Rose, Commissioner

DATE: October 4, 2013

**\*\*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 #13-131  
SCHEDULE #01**

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.

**LESSEE:**

**STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION  
D/B/A MOUNT WASHINGTON STATE PARK**

By: Jeffrey J. Rose

Name & Title: Jeffrey J. Rose, Commissioner

Date: October 4, 2013

**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:**

Mount Washington State Park  
Mount Washington Auto Road  
Gorham NH 03581

**Equipment leased as listed on the attached "Addendum A".**

**TOTAL EQUIPMENT COST: \$204,000.00**



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 4, 2013

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

10/14/13  
Date

My Commission Expires:

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



**TAX STATUS CERTIFICATE**  
**SALES AND USE TAXES AND PROPERTY TAX CONFIRMATION**

For the State of  
**NEW HAMPSHIRE**

**FOR MASTER EQUIPMENT LEASE AGREEMENT #13-131**  
**SCHEDULE #01**

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.

**PROPERTY TAXES-** Lessee hereby confirms that it/they will file and pay all property taxes directly to the state, county, or other municipality as if they are the owner of the equipment. Lessee further acknowledges that Lessor will not be filing or recording any form relative to property taxes and that such filing, registering, and recording is solely the responsibility of the Lessee.

**LESSEE:**

STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION  
D/B/A MOUNT WASHINGTON STATE PARK

By: \_\_\_\_\_ 

Name & Title: Jeffrey J. Rose, Commissioner

Date: October 4, 2013



## TAX EXEMPTION CERTIFICATE

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

October, 2013

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 "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**

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

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**ADDENDUM "A"**

**FOR MASTER EQUIPMENT LEASE AGREEMENT #13-131  
SCHEDULE #01**

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  
D/B/A MOUNT WASHINGTON STATE PARK**

**LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION**

**EQUIPMENT AS DESCRIBED BELOW:**

New (2013) Husky TG Groomer with Passenger Cabin, Mercedes 197hp Tier 3 Engine, Rexroth drive system, heated wipers, heated windshield and side/ rear windows, heated outside rear view mirrors, guard plate, end block heater, rear deck with snow guards, halogen rear lights, sidelights and indicators, double parabolic spotlight, solid rubber tires, 2.8 steel tracks with sprockets, 2.5 all season tracks, quick mount 3.1M 12-way blade, rear pintle hitch, silver heated passenger cabin, ladder for cabin 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: Christie Deary

Title: Funding Coordinator

Date: October 4, 2013

**LESSEE:**

**STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION  
D/B/A MOUNT WASHINGTON STATE PARK**

Signed By: Jeffrey J. Rose

Name & Title: Jeffrey J. Rose, Commissioner

Date: October 4, 2013

**INTERNATIONAL FINANCIAL SERVICES CORPORATION**

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

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**ADDENDUM "B"**

**FOR MASTER EQUIPMENT LEASE AGREEMENT #13-131  
SCHEDULE #01**

**LESSEE: STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION  
D/B/A MOUNT WASHINGTON STATE PARK**

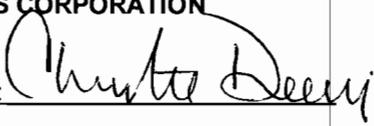
**LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION**

The monthly payment is subject to adjustment in proportion to any increase in International Financial Services Corporation's cost of funds as published for October 1, 2013 until the date of final funding.

**ACKNOWLEDGED AND AGREED:**

LESSOR:

**INTERNATIONAL FINANCIAL  
SERVICES CORPORATION**

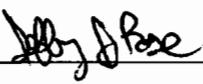
Signed By: 

Title: Funding Coordinator

Date: October 4, 2013

LESSEE:

**STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION  
D/B/A MOUNT WASHINGTON STATE PARK**

Signed By: 

Name & Title: Jeffrey J. Rose, Commissioner

Date: October 4, 2013

**ADDENDUM "C"**  
**USAGE AND RETURN PROVISION**

**FOR MASTER EQUIPMENT LEASE AGREEMENT #13-131**  
**SCHEDULE #01**

**LESSEE: STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION**  
**D/B/A MOUNT WASHINGTON STATE PARK**

**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: October 4, 2013

**LESSEE:**

**STATE OF NEW HAMPSHIRE DIVISION OF PARKS AND RECREATION**  
**D/B/A MOUNT WASHINGTON STATE PARK**

SIGNED BY: 

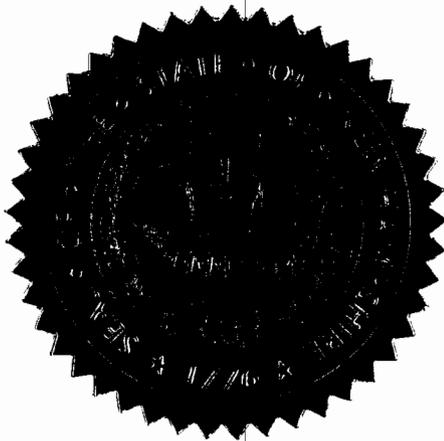
PRINT NAME & TITLE: Jeffrey J. Rose, Commissioner

DATE: October 4, 2013

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 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 14<sup>th</sup> day of October, A.D. 2013

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

William M. Gardner  
Secretary of State

**CORPORATE 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. 4, 2013 , to the State of New Hampshire Division of Parks and Recreation d/b/a Mount Washington State Park, 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.

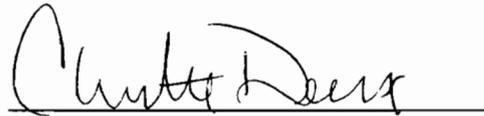
**NAME**

**TITLE**

**SIGNATURE**

Chris Deering

Funding Coordinator



IN WITNESS WHERE ON, I have hereunto signed my name as of the 18th day of October, 2013.



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 #**  
**13-131-01**

**LESSEE:**

STATE OF NEW HAMPSHIRE DIVISION OF  
 PARKS AND RECREATION

**MOUNT WASHINGTON STATE PARK**

**Invoice Date**  
**December 1, 2013**

DESCRIPTION	AMOUNT
1 <sup>st</sup> Payment due= December 1, 2013 Lease Payment	\$49,125.00
Documentation Preparation Fee- WAIVED PER DARA (Does not include UCC filing fees)	\$0.00
UCC Filing and Processing Fees	\$170.00
Less Payment Received	(\$0.00)
<b>TOTAL AMOUNT DUE: PLEASE SUBMIT A CHECK          NO LATER THAN DECEMBER 10, 2013</b>	<b>\$49,295.00</b>

**PAYMENT DUE NO LATER THAN DECEMBER 10, 2013**

**Lavoie, Leanne**

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**From:** Dara Dietmeyer <ddietmeyer@ifsc.com>  
**Sent:** Friday, November 08, 2013 1:07 PM  
**To:** Lavoie, Leanne; Chris Deering  
**Cc:** Bob Seeds; Pelchat, Michael; Martin, Thomas  
**Subject:** RE: Cannon Mountain #06/ Mt. Washintgon #01

Leanne,

No problem with your request. IFS can leave the payment date at December 1<sup>st</sup> and accept that payment anytime between now and December 31<sup>st</sup> in order to accommodate the G&C meeting, any necessary changes to documents and delivery of the equipment. No late charges will be applied. Please let us know if you have any questions.

Thanks again!

Regards,

Dara