



June 12, 2024

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

REQUESTED ACTION

1. Authorize the Department of Business and Economic Affairs to award \$1,500,000 from the Paper and Pulp Manufacturing Industry Stabilization Grant Program Fund to Gorham Acquisition, LLC, d/b/a White Mountain Paper Company (VC 384408) and Monadnock Paper Mills, Inc. (VC 209065) (as per the attached table) for use in accordance with the terms of the contract effective upon Governor and Executive Council approval through June 30, 2025. 100% General Funds.
2. Further authorize the Department of Business and Economic Affairs to make an advance payment to Gorham Acquisition, LLC, d/b/a White Mountain Paper Company in the amount of \$1,025,992 in accordance with the terms of the contract effective upon Governor and Council approval. 100% General Funds.

Funding is available in account, NH Pulp & Paper Stabilization, as follows:

	<u>FY 2024</u>
03-22-022-220010-63920000-075-500590 - Grants Subsidies and Relief	\$1,500,000

EXPLANATION

The Paper and Pulp Manufacturing Industry Stabilization Program was designed to award financial assistance to eligible entities to help address lingering financial effects of the COVID-19 pandemic and provide financial stability to pulp and paper manufacturers. The New Hampshire Legislature appropriated \$1,500,000 to be made available for grants under this program. This Paper and Pulp Manufacturing Industry Stabilization Program is administered by the Department of Business and Economic Affairs (BEA). BEA's responsibilities include establishing program parameters, reviewing applications, awarding funds, monitoring program participants, and maintaining compliance.

Eligible applicants included New Hampshire-based entities engaged in the processing or manufacturing of pulp, paper and paperboard products and producing paper products. Two such entities applied to the Program and both are receiving awards pursuant to their applications and eligible expenditures.

By statute, all funding must be applied to manufacturing facilities within New Hampshire. All applications under this program were required to: demonstrate that funding will be used exclusively for the benefit of a physical facility in New Hampshire; demonstrate and quantify the impact of COVID-19, infrastructure failures, industry decline, workforce development, and other factors impacting the forest products

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manufacturing industry in New Hampshire; and to demonstrate that jobs will be preserved or created as a result of receiving grant funding.

As part of administering the Program, BEA publicly advertised it via a press release and as a webpage hosted on its website with Program related information, such as an overview, link to the application, and FAQs that are attached hereto. The application period was open from February 16, 2024, until March 15, 2024. The two applications that were received were deemed to be from eligible entities applying for eligible uses.

A review committee comprised of BEA staff reviewed and scored the applications. That process also included communications with the applicants to attain clarifying information. Each application was found to be complete and eligible as prescribed by Chapter 79 (Laws of 2023) Section 73, III. Upon review and scoring, the review committee found the applications to be of equal merit. Since the total amount requested across the two applications exceeded the amount of available funding, the committee utilized a pro-rata distribution of the funds.

All projects being supported increase operational and/or energy efficiency, including: a complete boiler replacement and installation; a heat recovery system for an existing boiler; paper machine cleaner system modifications and a replacement of head gates on a hydroelectric turbine. Once awarded, grant funds will be distributed on either a reimbursement basis or in advance, pursuant to an exception policy requiring sufficient justification to provide awarded funds up front. An awardee seeking an exception to the standard reimbursement method shall demonstrate to BEA's satisfaction that: advanced funding is critical to project completion and the awardee is financially committed to and capable of project completion, with an obligation to pay the expenses for which the awardee seeks advanced funds.

BEA respectfully requests that the Governor and Executive Council approve the expenditure of funds for the attached listed applicants by which BEA administered the program that led to the resulting awards in the Paper and Pulp Manufacturing Industry Stabilization Grant Program.

Respectfully submitted,



Taylor Caswell
Commissioner

100 North Main Street, Suite 100

Concord, New Hampshire 03301

603.271.2341

visitnh.gov nheconomy.com choosenh.com

Awards

Paper & Pulp Manufacturing Industry Stabilization Program					
Company Name	Project Name	Project Address	County	Grant Request	NH Vendor Code
White Mountain Paper Company	Boiler Replacement	72 Cascade Flats, Gorham, NH 03581	Coos	\$1,025,992	384408
Monadnock Paper Mills	Heat Recovery System, Cleaner System Modifications, Head Gates, Wet End Starch System	117 Antrim Road, Bennington, NH 03442	Hillsborough	\$474,008	209065

Scoring Results

Applicant	Scoring Criteria					Total Score (max. 100)
	Financial Hardship & Covid-19 Impact (max. 30)	Nature & Size of Identified Need/Expense (max. 25)	Plan For Use of Funds & Primary Intent of Program (max. 20)	General Economic Impact & Job Preservation, Creation (max. 15)	Location Relative to Regional Diversity, Reach of Program Funds (max. 10)	
White Mountain Paper Company	30	25	20	10	10	95
Monadnock Paper Mills	30	25	20	10	10	95

Scoring Committee

Jeanie Forrester, Director of Intergovernmental Affairs

After earning a Bachelor's degree in political science and an MBA, both from the University of New Hampshire, Jeanie Forrester's background in state and local government, economic development, grant writing and over 30 years of experience has helped create vibrant communities across the state.

Mark Laliberte - Business Development Manager

Mark Laliberte joined BEA in 2015 and has served in roles that include creating the Office of Broadband Initiatives and now represents the agency as a business development manager. He earned a Bachelor's degree in political science and an MPA, both from the University of New Hampshire.

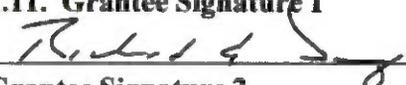
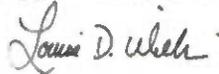
Brian Groth, Business Resource Specialist

As a business resource specialist for BEA, Brian Groth covers central and southern New Hampshire for the agency. The former town planner for the Town of Hudson, he has worked on a range of projects, from housing to some of the state's largest commercial and industrial developments. He earned a Master's degree in city and regional planning from Rutgers University and a BA in economics from the University of New Hampshire.

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs (BEA)		1.2. State Agency Address 100 N. Main Street, Suite 100, Concord, NH 03301	
1.3. Grantee Name Monadnock Paper Mills, Inc.		1.4. Grantee Address 117 Antrim Road, Bennington, NH 03442	
1.5. Grantee Phone # 603-588-8216	1.5. Account Number 10-63920000-500590	1.7. Completion Date June 30, 2025	1.8. Grant Limitation \$474,008
1.9. Grant Officer for State Agency Brian Groth		1.10. State Agency Telephone Number 603-568-8943	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Richard G. Verney, Chairman and CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		On: 6/5 /24	
Attorney,			
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

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3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date, the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date, all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
 - 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member, or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death, or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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**EXHIBIT A
SPECIAL PROVISIONS**

There are no special or additional provisions to this contract.

The following exhibits are incorporated into this agreement by reference:

Exhibit B: Scope of Work, and; Exhibit C: Methods and Conditions of Payment.

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EXHIBIT B SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee for eligible costs related to the projects described below under the Paper and Pulp Manufacturing Industry Stabilization Program.

Funds are awarded up to an amount, not to exceed, \$474,008 for qualified expenses with proper documentation.

Remaining expenses, if needed to ensure completion of the projects identified below, will be the responsibility of the awardee.

2. **Identification of the Project(s):** The Project(s) for which the Grant Award may be used have been approved as detailed in the Grantee's project proposal including associated labor and estimates provided by Spirex Sarco, Industrial Piping, Inc., Zampell Refractory, Northeast Controls, and Ware River Power, and identified and prioritized in order as follows:

- a. Boiler Continuous Blow Down Heat Recovery System: blow down tank; heat exchanger; piping material; fiberglass insulation with aluminum jacketing; and labor and installation.

This project is to supply and install a heat recovery system to capture waste heat from both boilers. These boilers are used to produce steam for the manufacture of paper and plant heat. The Grantee has indicated that this project will improve energy efficiency, with an expected Return of Investment (ROI) of \$51,270 per year, and an approximate completion date of January-February 2025.

- b. Paper Machine Cleaner System Modifications: control valves; stainless steel piping; electrical and instrumentation controls; computer system programming; modification, removal and plug of current cleaner equipment; and labor and installation.

This project would allow the mill to operate its cleaners in an efficient manner across all grades of paper and enable proper fiber solution cleaning while at the same time reducing the amount of rejected fiber to the treatment plant influent. The Grantee has indicated that the expected fiber savings are 10%-60%, grade specific, of the current rejected rate, with an expected ROI of \$150,000 per year or more, and an approximate completion date of May-June 2025.

- c. Replace three (3) Head Gates: head gate replacement and installation; replacement of wood gate seal face; and labor and installation.

The Grantee has indicated that the mill's turbine head gates are in a deteriorated state, as the gates do not provide an adequate seal in stopping water from flowing to the turbine and contributing to the risk of equipment damage and high cost in maintaining the turbine. The Grantee has indicated that the cost to merely inspect and service the turbine is approximately \$16,000 per event and in 2023 alone, \$32,000 was spent in stopping

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water flow to the turbine. This project would enable the Grantee to more effectively and efficiently perform maintenance activities, the required annual inspections of penstock and water wheel, and repairs to the canal, as well as control the pond level during low river flows per the Operations and Compliance Monitoring Plan for Monadnock Paper Mills' Hydroelectric project FERC No. 6597 and continue the ability to produce power. Approximate completion date: May-June 2025.

The Grantee has also indicated that through the efficiencies of time, energy, and cost realized by these projects, these investments will help preserve existing jobs and create opportunities for new jobs. Current vacant positions that may be filled as a result of this award include: three (3) manufacturing staff, one (1) research and development scientist, one (1) research and development assistant, and one (1) salesperson.

3. **Reporting Requirements:** The Grantee shall provide the Grantor with record of payments of eligible costs directly related to the approved projects identified above prior to receiving reimbursement of such eligible costs under this Grant Award.
4. **Approval by Governor and Executive Council (G&C):** The Grant Award for the Project is contingent upon approval by the G&C. The Grantee shall not be eligible to receive funds absent approval of the Grant Award by G&C.
5. **Requirements Not Enumerated Here:** The Paper and Pulp Manufacturing Industry Stabilization Program Application, Paper and Pulp Manufacturing Industry Stabilization Program FAQ, and all New Hampshire State Grant Requirements are incorporated by reference into this agreement. This agreement and any subsequent addendums or amendments shall govern in the event of inconsistent or contradictory terms.

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EXHIBIT C

METHODS AND CONDITIONS OF PAYMENT

The total amount the State shall disburse to the Grantee shall not exceed \$474,008 for qualified expenses with proper documentation.

The terms of this contract shall commence upon Governor and Executive Council approval and be completed no later than June 30, 2025, with estimated timelines of completion of each project varying as indicated in Exhibit B at the time of this award.

Method of Payment:

The Grantee will submit progress reports and invoices to the State on a monthly basis, based on actual expenses.

- Invoices will show eligible project expenditures, proof of payment, cumulative expenses to date and include monthly progress reports.
- Invoices shall be sent to DBEA.accountspayable@livefree.nh.gov and brian.j.groth@livefree.nh.gov or other BEA designee.
- The State will pay the Grantee within 30 days after receipt of the monthly progress reports and invoiced by the Division of Economic Development, unless said progress reports or invoices require additional clarification and/or information from the Grantee that is not timely provided in order for BEA to issue approval for payment.
- Payment by the State shall be completed by check or Electronic Funds Transfer (“EFT”) in accordance with the vendor registration.

Upon completion of the eligible project, or disbursement of the total award, the Grantee shall provide a final report verifying that the funds were spent as required and certifying the project is complete in order to facilitate closeout of the project by BEA.

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Corporate Resolution

I, **Daniel J. Burke**, hereby certify that I am duly elected Officer of
(Name)

Monadnock Paper Mills, Inc., I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on May 16, 2023,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That **Richard Verney, Chairman of the Board of Directors and Chief Executive Officer**
(may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Monadnock Paper Mills, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: May 1, 2024

ATTEST: 
Daniel J. Burke, Chief Financial Officer
(Name & Title)

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK PAPER MILLS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 05, 1948. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 17465

Certificate Number: 0006625668



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of March A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name: MONADNOCK PAPER MILLS, INC.	Business ID: 17465
Business Type: Domestic Profit Corporation	Business Status: Good Standing
Business Creation Date: 04/05/1948	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 04/05/1948	
Principal Office Address: 117 ANTRIM RD, BENNINGTON, NH, 03442, USA	Mailing Address: NONE
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Annual Report Year: 2024
	Next Report Year: 2025
Duration: Perpetual	
Business Email: dburke@mpm.com	Phone #: NONE
Notification Email: dburke@mpm.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PAPER MANUFACTURE AND CONVERSION	

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Principals Information

Name/Title	Business Address
Richard G. Verney / President	117 Antrim Rd, Bennington, NH, 03442, USA
E. Geoffrey Verney / Director	117 Antrim Rd, Bennington, NH, 03442, USA
Lumina Greenway / Director	117 Antrim Rd, Bennington, NH, 03442, USA
Daniel Burke / Treasurer	117 Antrim Rd, Bennington, NH, 03442, USA
Michael Tule / Secretary	11 S Main St Ste 500, Concord, NH, 03301, USA

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Registered Agent Information

Name: Smith, Gregory H, Esq

Registered Office Address: 900 Elm Street, Manchester, NH, 03101, USA

Registered Mailing Address: 900 Elm Street, Manchester, NH, 03101, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

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

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)

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

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

[\(/online/Home/ContactUS\)](#)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

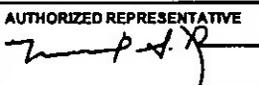
PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Debora Kobelenz PHONE (A/C No. Ext): 9783227287 FAX (A/C No.): 978-454-1865 E-MAIL ADDRESS: debora.kobelenz@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Monadnock Paper Mills, Inc. 117 Antrim Rd. Bennington NH 03442-4205	INSURER A: The First Liberty Insurance Company NAIC # 33588	
	INSURER B: Liberty Mutual Fire Insurance Company 23035	
	INSURER C: Liberty Insurance Corporation 42404	
	INSURER D: Midwest Employers Casualty Company 23612	
	INSURER E: Employers Insurance Company of Wausau 21458	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 874050409 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2Z91530042034	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS6Z91530042084	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			TH7Z91530042114	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	WCCZ91530042123	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Workers Compensation NH - Excess			EWC009570	4/1/2024	4/1/2025	Employers Liability Policy Aggregate \$1,000,000 per occ Specific Retention \$550,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

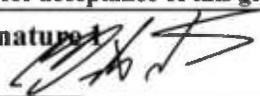
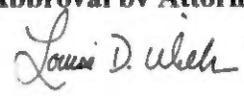
CERTIFICATE HOLDER Department of Business and Economic Affairs State of New Hampshire 100 North Main Street Suite 100 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs (BEA)		1.2. State Agency Address 100 N. Main Street, Suite 100, Concord, NH 03301	
1.3. Grantee Name Gorham Acquisition, LLC, dba White Mountain Paper Company		1.4. Grantee Address 72 Cascade Flats, Gorham, NH 03581	
1.5. Grantee Phone # 603-957-1537	1.5. Account Number 10-63920000-500590	1.7. Completion Date June 30, 2025	1.8. Grant Limitation \$1,025,992
1.9. Grant Officer for State Agency Brian Groth		1.10. State Agency Telephone Number 603-568-8943	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor 1 Mike Trapanese, Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		On: 06/05 /2024	
Attorney,			
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Grantee Initials MT
Date 5/24/24

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date, the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date, all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member, or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials

MT

Date 5/24/24

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. **INSURANCE.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death, or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials

MT

Date 5/24/24

**EXHIBIT A
SPECIAL PROVISIONS**

There are no special or additional provisions to this contract.

The following exhibits are incorporated into this agreement by reference:

Exhibit B: Scope of Work, and; Exhibit C: Methods and Conditions of Payment.

Grantee Initials MT
Date 5/24/24

EXHIBIT B SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee for eligible costs related to the projects described below under the Paper and Pulp Manufacturing Industry Stabilization Program.

Funds are awarded up to an amount, not to exceed \$1,025,992 for qualified expenses with proper documentation.

2. **Identification of the Project(s):** The Project for which the Grant Award may be used and has been approved is detailed in the Grantee's project proposal including an estimate provided by Maine Boiler Mechanical Contractors, and identified as:

- a. Cleaver Brooks Steam Plant Project: boiler replacement equipment and installation, including: CBEX Elite High Pressure Steam Boiler; Blowdown Separator; Non-Condensing Economizer; Shipco Deaerator tanks with feedwater pumps and control system; TLV Pressure reducing valves; 24" Boiler Stack Venting System, Boiler startup, commissions, operator training and documentation; and, as-built drawings.

The Grantee has identified this project as one of the highest impact projects it can undertake, as the previous boilers failed their annual inspection in 2021 and have been deemed unsafe. In the interim, the Grantee has been operating on a temporary, leased boiler. Whereas new and appropriately sized boilers will lead to a 20-30% increase in energy efficiency, greater operational consistency, and higher production. The Grantee has indicated that this project will help ensure the mill can remain operational, preserving the existing 72 jobs and increasing the opportunity for growth in the business and additional employment. *Approximate completion date: February-March 2025.*

3. **Reporting Requirements:** The Grantee shall provide the Grantor with proof of obligation to pay identified eligible costs directly related to the approved project outlined above.
4. **Approval by Governor and Executive Council (G&C):** The Grant Award for the Project is contingent upon approval by the G&C. The Grantee shall not be eligible to receive funds absent approval of the Grant Award by the G&C.
5. **Requirements Not Enumerated Here:** The Paper and Pulp Manufacturing Industry Stabilization Program Application, Paper and Pulp Manufacturing Industry Stabilization Program FAQ, and all New Hampshire State Grant Requirements are incorporated by reference into this agreement. This agreement and any subsequent addendums or amendments shall govern in the event of inconsistent or contradictory terms.

Grantee Initials MT
Date 5/24/24

EXHIBIT C METHODS AND CONDITIONS OF PAYMENT

The total amount the State shall disburse to the Grantee shall not exceed \$1,025,992 for qualified expenses with proper documentation.

The terms of this contract shall commence upon Governor and Executive Council approval and be completed no later than June 30, 2025, with an estimated timeline of completion as early as February 2025 at the time of this award.

Method of Payment:

The award amount of \$1,025,992 will be disbursed to the Grantee upon authorization of this award and upon submittal and BEA approval of documentation by the Grantee of an obligation to pay said funds for eligible expenses.

The State will only advance the amount for which the awardee has satisfactorily demonstrated an obligation to pay for eligible expenses.

- Prior to disbursement, documentation of obligation to pay for eligible project expenditures shall be sent to DBEA.accountspayable@livefree.nh.gov and brian.j.groth@livefree.nh.gov or other BEA designee.
- Monthly progress reports, including proof of payment, cumulative expenses and project status reports shall be sent by to DBEA.accountspayable@livefree.nh.gov and brian.j.groth@livefree.nh.gov or other BEA designee.
- Payment by the State shall be completed by check or Electronic Funds Transfer (“EFT”) in accordance with the vendor registration.

Upon completion of the eligible project, the Grantee shall provide a final report verifying that the funds were spent as required and certifying the project is complete in order to facilitate closeout of the project by BEA.

Grantee Initials MT
Date 5/24/24

GORHAM ACQUISITION, LLC (D/B/A WHITE MOUNTAIN PAPER COMPANY)

I, Evan Behrens, the undersigned, hereby certify that I am the manager of Behrens Investment Group Management LLC, a Delaware limited liability company ("BIG"), BIG is the sole manager of Gorham Acquisition, LLC (d/b/a White Mountain Paper Company), a Delaware limited liability (the "Company"), and that, as such, I am duly authorized to execute and deliver this Certificate on behalf of the Company. I hereby further certify on behalf of the Company that:

1. Attached hereto as Exhibit A is a true, correct, and complete copy of resolutions of the sole manager of the Company (the "Resolutions"), adopted by written consent with the same force and effect as if such resolutions were approved and adopted at a duly constituted meeting of the sole manager of the Company. The Resolutions are the only resolutions adopted by the sole manager of the Company in relation to the subject matter thereof and were duly adopted in accordance with the provisions of the Delaware Limited Liability Company Act and the Company's Limited Liability Company Agreement. The Resolutions have not been rescinded, amended or otherwise modified since the date of their adoption and are in full force and effect on the date hereof.

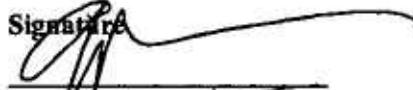
2. The signature appearing opposite each name below is the true and genuine signature of that person, and each of the persons named below is authorized to execute and deliver on behalf of the Company, each document to which it is a party and all other agreements, documents and certificates to be delivered by the Company pursuant thereto.

Name

Signature

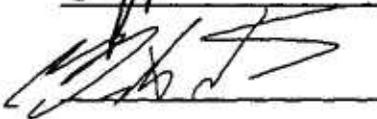
Office

Evan Behrens



Authorized Signatory

Michael Trapanese

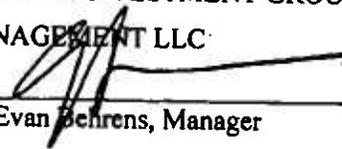


Authorized Signatory

[Signatures appear on following page]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Company as of this 3 day of May, 2024.

BEHRENS INVESTMENT GROUP
MANAGEMENT LLC

By: 
Evan Behrens, Manager

The undersigned hereby certifies that the signature appearing above is such person's true and genuine signature.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Company as of the date set forth above.

Alexandra Ritchie

Name: _____

**WRITTEN CONSENT
OF
THE MANAGER
OF
GORHAM ACQUISITION, LLC (D/B/A WHITE MOUNTAIN PAPER COMPANY)
IN LIEU OF A MEETING**

Dated as of May 3, 2024

The undersigned, being the sole manager of Gorham Acquisition, LLC (d/b/a White Mountain Paper Company) (the "Company"), acting by written consent without a meeting in accordance with the Delaware Limited Liability Company Act and in accordance with the Company's Limited Liability Company Agreement, does hereby consent to the adoption of the following resolutions with the same force and effect as if such resolutions were approved and adopted at a duly constituted meeting of the sole manager.

WHEREAS, the Company submitted a Paper and Pulp Manufacturing Industry Stabilization Program application to the New Hampshire Department of Business and Economic Affairs (the "BEA");

WHEREAS, the BEA determined that, based on the information and supporting documentation that the Company provided in its application, the Company has eligible expenses for an award in the amount of \$1,025,992 (the "Award"); and

WHEREAS, the Company wishes to accept the Award by completing an award agreement (the "Award Agreement"), submitting the required supporting documentation, and seeking final approval by the Joint Legislative Fiscal Committee and Governor & Executive Council.

NOW THEREFORE LET IT BE:

RESOLVED, that the Company be, and it hereby is, authorized to accept the Award and enter into the Award Agreement between the Company and the BEA in such form and having such terms and conditions, as may be approved or deemed necessary, appropriate or desirable by Evan Behrens and/or Michael Trapanese (each, an "Authorized Person") executing the same, the execution thereof by such Authorized Person to be conclusive evidence of such approval and determination.

RESOLVED, that any Authorized Person be, and each of them individually hereby is, authorized, in the name and on behalf of the Company, to negotiate the terms of, and execute and deliver the Award Agreement and any other documents, agreements, instruments, amendments, and certificates related thereto or required thereby containing such terms and conditions, setting forth such rights and obligations, and otherwise addressing or dealing with such subjects or matters determined to be necessary, appropriate, or desirable by the Authorized Person executing the same, the execution thereof by such Authorized Person to be conclusive evidence of such determination, and to do all such other acts or deeds as are or as are deemed by such Authorized Person to be

necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated or implied by, this resolution and the foregoing resolutions.

RESOLVED, that the Company be, and it hereby is, authorized to perform fully its obligations under the Award Agreement and any such other documents, agreements, instruments, or amendments and to engage without limitation in such other transactions, arrangements, or activities (collectively, the "Activities") as are reasonably related or incident to, or which will serve to facilitate or enhance for the benefit of the Company the transactions contemplated by these resolutions, including without limitation any modification, extension, or expansion (collectively, the "Changes") of any Activities or of any other transactions, arrangements or activities resulting from any of the Changes and to enter into such other agreements or understandings as are necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated by, this resolution and each of the foregoing resolutions.

RESOLVED, that all documents, agreements and instruments previously executed and delivered, and any and all actions previously taken by any Authorized Person, employee, or agent of the Company in connection with or related to the matters set forth in, or reasonably contemplated or implied by, the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects and for all purposes as the acts and deeds of the Company.

RESOLVED, the Authorized Persons be, and each of them individually hereby is, authorized and directed to do and perform or cause to be done and performed all such acts, deeds, and things, and to make, execute, and deliver, or cause to be made, executed, and delivered, all such agreements, undertakings, documents, instruments, or certificates in the name of the Company and to retain such counsel, agents, and advisors and to incur and pay such expenses, fees, and taxes as shall, in the opinion of each Authorized Person executing the same, be deemed necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof) to effectuate or carry out fully the purpose and interest of all of the foregoing resolutions; and that any and all such actions heretofore or hereafter taken by the Authorized Person relating to and within the terms of these resolutions be, and they hereby are, adopted, affirmed, approved, and ratified in all respects as the act and deed of the Company.

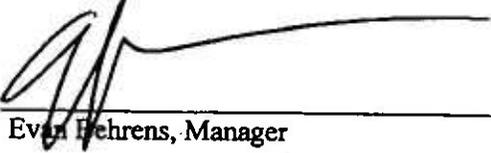
RESOLVED, that an executed copy of this Written Consent shall be filed with the minutes of the proceedings of the managers.

RESOLVED, that an executed copy of this Written Consent shall be filed with the records of the Company.

[Signature Page to Follow]

The undersigned executes this Written Consent as of the date set forth above.

BEHRENS INVESTMENT GROUP
MANAGEMENT LLC

By: 
Evan Behrens, Manager

[Signature Page to Written Consent of the Manager, Gorham Acquisition, LLC]

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GORHAM ACQUISITION, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 29, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 859023

Certificate Number: 0006594208



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of March A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	GORHAM ACQUISITION, LLC	Business ID:	859023
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	12/29/2020	Name in State of Formation:	GORHAM ACQUISITION, LLC
Date of Formation in Jurisdiction:	11/04/2020		
Principal Office Address:	72 Cascade Flats, Gorham, NH, 03581, USA	Mailing Address:	72 Cascade Flats, Gorham, NH, 03581, USA
Citizenship / State of Formation:	Foreign/Delaware		
		Last Annual Report Year:	2024
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	claudia.hunt@wmtpaper.com	Phone #:	917-592-9829
Notification Email:	claudia.hunt@wmtpaper.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / The nature of the business or purposes is to operate an industrial facility; and to engage in any and all activities related or incidental to the foregoing and to do all things necessary or convenient for the accomplishment thereof, which statement of purpose shall not in any way limit or restrain the activities of the Company. The Company is further empowered to engage in any business allowed to be carried on by limited liability companies formed under the New Hampshire Revised Limited Liability Company Act	

Principals Information

Name/Title	Business Address
White Mountain Paper Intermediate, LLC / Member	712 Fifth Avenue 34th Floor, New York, NY, 10019, USA

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: CORPORATION SERVICE COMPANY

Registered Office 10 Ferry Street S313, Concord, NH, 03301, USA

Address:

Registered Mailing 10 Ferry Street S313, Concord, NH, 03301, USA

Address:

Trade Name Information

Business Name	Business ID	Business Status
WHITE MOUNTAIN PAPER (/online/BusinessInquire/TradeNameInformation? businessID=698224)	863215	Active
WHITE MOUNTAIN PAPER COMPANY (/online/BusinessInquire/TradeNameInformation? businessID=700197)	865188	Active

Trade Name Owned By

Name	Title	Address
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Trademark Information

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

[Filing History](#)

[Address History](#)

[View All Other Addresses](#)

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[Businesses Linked to Registered Agent](#)

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER New York-Alliant Ins Svc Inc 101 Park Ave 14th Fl New York, NY 10178	CONTACT NAME: PHONE (A/C, No, Ext): (212) 603-0200		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Gorham Acquisition, LLC 72 Cascade Flats Gorham, NH 03581	INSURER A: Hartford Fire Insurance Company		19682
	INSURER B: Trumbull Insurance Company		27120
	INSURER C: Hartford Casualty Insurance Company		29424
	INSURER D: New Hampshire Insurance Company		23841
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL DISD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			10UENBA6GNY	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			10UENBA6N4P	1/1/2024	1/1/2025	PRODUCTS - COMPROP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						EBL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			10RHUBA6NBT	1/1/2024	1/1/2025	BODILY INJURY (Per person) \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per accident) \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			OW80835	1/1/2024	1/1/2025	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Department of Business and Economic Affairs State of New Hampshire 100 North Main Street, Suite 100 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Diana M Pepe</i>