New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

96

April 16, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a contract with Joe Brigham, Inc. of Pembroke, New Hampshire (Vendor Code 155648) in the amount of $23,540.00 to carry out aerial stocking and water sample collection (acid rain analysis) of remote, high altitude trout ponds from Governor and Council approval through June 30, 2024. Funding is 75% Federal Funds, 25% Fish and Game Funds.

Funding is available in account Inland Fisheries Management – Hatcheries as follows:

	FY 2024
03-75-75-752020-21320000-020-500219 Current Expense	$23,540.00

EXPLANATION

This contract provides for aerial stocking and water sample collection (acid rain analysis) of remote, high altitude trout ponds. Each year NHFG stocks 46 remote ponds with fingerling trout, and or obtains water samples from approximately ten (10) remote ponds as part of a continuing study concerning the effects of acid rain. This is accomplished by hiring the services of a specially equipped helicopter and pilot skilled in hazardous flying in mountainous country.

The Inland Fisheries Division has worked with Joe Brigham, Inc. since 1983. Joe Brigham, Inc. has experienced pilots and excellent equipment and has cornered the market providing this specialized service, expertise and experience required to fly and work over rough terrain in the White Mountains and other hazardous flying areas in New Hampshire. This vendor has previously provided this very specialized service required for aerial stocking and obtaining water samples for acid rain studies. A bid for these services was submitted through the Bureau of Purchase and Property in March 2024, Joe Brigham, Inc. was the only bidder.

Respectfully submitted,

Scott R. Mason
Executive Director

Kathy Ann LaBonte, Chief
Business Division

NH Fish & Game Dept
11 Hazen Drive
Concord NH 03301

Bid page

RFB F&G 2024-042 only one submission. March 8, 2024

JBI Helicopter Services
720 Clough Mill Road
Pembroke, NH 03275
603-225-3134

$23,540.00

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Fish & Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Joe Brigham, Inc.		1.4 Contractor Address 720 Clough Mill Road, Pembroke, NH 03275	
1.5 Contractor Phone Number 603-225-3134	1.6 Account Unit and Class 07500-21320000-020-500219	1.7 Completion Date June 30, 2024	1.8 Price Limitation $23,540.00
1.9 Contracting Officer for State Agency Scott R. Mason, Executive Director		1.10 State Agency Telephone Number (603)271-3511	
1.11 Contractor Signature Donna J. Newcomb Date: 4/1/24		1.12 Name and Title of Contractor Signatory Donna J. Newcomb, CEO	
1.13 State Agency Signature Scott R. Mason Date: 4/24/24		1.14 Name and Title of State Agency Signatory Scott R. Mason, Executive Director, NH Fish & Game Dept.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Melissa Fzles AAG On: 4/29/24			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DJN
Date 4/1/24

2. **SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision 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 Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials DJW
Date 4/10/24

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials DJN
Date 4/11/24

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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 given in blocks 1.2 and 1.4, herein.

18. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. 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 with respect to the subject matter hereof.

Contractor Initials AJW
Date 4/11/24

Exhibit A

Special Provisions

As of April 1, 2012, there is a Federal Excise Tax charge of 7.5% and a Segment fee of $3.90/person/takeoff. These fees' will not be charged if we receive a copy of your Exemption Certificate.

FEDERAL FUNDING INFORMATION AND COMPLIANCES

This contract is funded by a grant from the Department of the Interior, U. S. Fish and Wildlife Service. All Federal laws, regulations, and award terms and conditions applicable to Department of the Interior award recipients and their sub-recipients and contractors are hereby adopted in full force and effect with respect to this Contract. The contractor and any sub-contractors must comply with federal regulation and the following provisions, as applicable:

A. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 CFR 200.321 the contractor must take all necessary affirmative steps listed in (1) through (5) of this section to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible if any subcontracts will be used. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

B. DOMESTIC PREFERENCES FOR PROCUREMENTS

In accordance with 2 CFR 200.322, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

C. PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Consolidated Recovered Materials Advisory Notices (RMANs) for the Comprehensive Procurement Guidelines (CPG) can be found on the EPA website at https://www.epa.gov/

D. INCREASING SEAT BELT USE IN THE UNITED STATES

In accordance with Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

E. REDUCING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace policies to decrease accidents caused by distracted drivers.

Exhibit B

Scope of Services

Specifications:

- Contractor must provide an appropriate helicopter with an experienced pilot for the purpose of directly stocking fish and obtaining select water samples in 46 remote ponds, under the direction of New Hampshire Fish and Game Department (NHFGD) fisheries personnel. The operation is to be completed in early June, within 16 hours, including pre-and post-event duties (e.g. set up, break down, cleaning).

- In addition to the helicopter and pilot, the contractor shall provide a fuel service truck at up to nine (9) landing sites located throughout central and northern New Hampshire, under the direction of NHFGD fisheries personnel.

- Contractor must supply an insulated, watertight fish transport/holding tank (dimensions 24"x24"x36" - approximately 20 gallons) equipped with an electrically-powered aerator for fish survival, as well as a flexible drain line with on/off capability and suitable length to extend beyond the helicopter's exterior.

- Ten (10) water samples, to be collected by accompanying NHFGD representative from the rear passenger seat, are to be passed forward, stored, and maintained by the pilot as necessary during sortie(s).

- The operation requires a highly-experienced pilot to fly and work over mountainous terrain, including the White Mountains and other hazardous zones; particular sorties occur at upwards of 4,000 feet. Pilot will require specialized skills descending to and ascending from a liquid medium/pond surfaces in a short period of time, including isolated ponds in confined basins/deep chasms.

- Helicopter must be equipped with fixed floats for landing on water.

- Contractor must complete stocking in one day unless delay(s) occur due to inclement weather. In the event of associated delay(s), contractor must be prepared to absorb any associated cost due to meals and lodging.

- Contractor must cover all associated travel costs to starting destination in New Hampshire as well as cost to contractor's home destination.

- Anticipated sorties are available upon request.

Exhibit C

Method of Payment

Method of payment shall be as follows:

1. The owner of Joe Brigham, Inc. shall receive payment for services rendered in accordance with the following schedule:

    a. Total services not to exceed $23,540.00 from the Fish and Game Department.
    b. Payment will be made within thirty (30) days after completion of work or receipt of approved invoice, whichever is later.

Bid Page

JBI Helicopter Services
720 Clough Mill Road
Pembroke, NH 03275

$23,540.00

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 JOE BRIGHAM, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 10, 1983. 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: **59793**

Certificate Number: **0006653077**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2024.

David M. Scanlan

Secretary of State

CONSENT IN LIEU OF SPECIAL MEETING
OF THE DIRECTORS

OF

JOE BRIGHAM, INC.
d/b/a JBI Helicopter Services

(Authorization for NH State Contract)

THE UNDERSIGNED, being all of the directors of Joe Brigham, Inc., a New Hampshire corporation, d/b/a/ JBI Helicopter Services (the "Corporation"), do hereby waive all notice of time, place and purposes of a special meeting of the directors of the Corporation and do hereby consent, as permitted by the bylaws of the Corporation and Section 293-A:8.21 of the New Hampshire Business Corporation Act, to the adoption of the following resolutions with the same force and effect as if adopted at a duly convened meeting of the directors of the Corporation and hereby direct that this written consent be filed with the minutes of the proceedings of the directors of the Corporation:

NH State Contract

RESOLVED: That, Donna Newcomb, CEO, Raymond Newcomb, COO, and Kurt West, President (collectively, the "Authorized Officers" and each is an "Authorized Officer") be, and each them individually hereby is, empowered, authorized and directed, in the name and on behalf of the Corporation, to negotiate, execute and deliver, any and all agreements, contracts, applications, instruments and documents as necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof), to conduct business with the State of New Hampshire for the 2024 calendar year; and that any and all such actions heretofore or hereafter taken by an Authorized Officer relating to and within the terms of this resolution be, and they hereby are, adopted, affirmed, approved and ratified in all respects as the act and deed of the Corporation.

Commercial Operations Agreement

RESOLVED: That an Authorized Officer be, and each them individually hereby is, empowered, authorized and directed, in the name and on behalf of the Corporation, to negotiate, execute and deliver, such commercial operations agreements and other documents as necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof); and that any and all such actions heretofore or hereafter taken by an Authorized Officer relating to and within the terms of this resolution be, and they hereby are, adopted, affirmed, approved and ratified in all respects as the act and deed of the Corporation.

Miscellaneous

RESOLVED: That the Secretary of the Corporation be, and hereby is, authorized and directed to certify the foregoing resolutions to such parties as such shall officer shall determine to be necessary, desirable or appropriate.

RESOLVED: That this Consent may be signed in two or more counterparts (by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a counterpart), each of which shall be deemed an original, and all of which shall be deemed one instrument.

IN WITNESS WHEREOF, the undersigned, being all of the directors of the Corporation, have executed this Consent as of the date set forth next to their signature below.

Date: 4/16/24

Donna J. Newcomb
Director

Date: 4/16/24

Raymond G. Newcomb
Director

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/26/2023

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 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

MID-CONTINENT AIRCRAFT CORPORATION
P.O. BOX 540
HAYTI, MO 63851

CONTACT NAME: SHANNON D. GUIDRY, MANAGER/AGENT
PHONE (A/C, No, Ext): (800) 280-2884 FAX (A/C, No): (337) 783-5526
E-MAIL ADDRESS: SHANNON@LANDRYAERO.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: GRANITE STATE INSURANCE COMPANY	23809
INSURER B: NATIONAL UNION FIRE INSURANCE COMPANY	19445
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

JOE BRIGHAM, INC. DBA: JBI HELICOPTER SERVICES
720 CLOUGH MILL ROAD
PEMBROKE, NH 03275

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 INS	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	Y	02-CA-023320128-5	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 1MIL - TRIA	Y	Y	29-UD-025010220-5	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

AS PER AUTO BROAD FORM ENDORSEMENT, AND PRIMARY & NON-CONTRIBUTORY BASIS AS PER FORM NUMBER CA 04 49, AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. NO DEDUCTIBLES APPLLIES TO COMMERCIAL AUTO LIABILITIY COVERAGE. COMPREHENSIVE AND COLLISION DEDUCTIBLES ARE $1,000. COMMERCIAL AUTO VEHICLE LIST AVAILABLE UPON REQUEST. EXCESS LIABILITY POLICY INCLUDES COVERAGE FOR COMMERCIAL AUTO AND EMPLOYERS LIABILITY POLICIES AND FOLLOWS THE COVERAGE OF THESE POLICIES INCLUDING ANY ADDITIONAL INSURED, WAIVER OF SUBROGATION, 30-DAY NOTICE OF CANCELLATION, AND/OR PRIMARY & NON-CONTRIBUTORY.

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE
DEPARTMENT OF FISH AND GAME

2 HAZEN DRIVE
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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CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY): 11/28/2023

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

AssuredPartners Aerospace
4582 S. Ulster St, #600
Denver, CO 80237

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED

Joe Brigham, Inc.
DBA JBI Helicopter Services
720 Clough Mill Road
Pembroke, NH 03275

INSURER(S) AFFORDING COVERAGE	%	NAIC #
INSURER A: Global Aerospace Member Companies	30	
INSURER B: Starr Indemnity & Liability Company	20	38318
INSURER C: Old Republic Insurance Company	30	24147
INSURER D: United States Aircraft Insurance Group	20	
INSURER E:		
INSURER F:		

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.

POLICY INFORMATION CERTIFICATE NUMBER: 77355769 REVISION NUMBER:

POLICY TYPE				LINE OF BUSINESS SUBCODE								
	INDUSTRIAL AID		PLEASURE & BUS	✓	COMMERCIAL		AIRPLANE	✓	HELICOPTER		MIXED FLEET		EXCESS	✓	QUOTA SHARE
	NON-OWNED						LIABILITY ONLY	✓	HULL & LIABILITY		HULL ONLY				

AIRCRAFT INFORMATION ACORD 333, Aircraft Schedule attached

YEAR	MAKE	MODEL	SERIAL NUMBER	REGISTRATION NUMBER

TERRITORY: U.S., Canada, Mexico

AIRCRAFT COVERAGES

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y / N)	SUBROGATION WAIVED? (Y / N)
A	9020823; and as on file	12/1/2023	12/1/2024	Y	N

COVERAGE		OPTIONS			LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	✓	Schedule Attached	✓	Deductibles:	$2.5% Valu Rotor NIM $		$5% Value Rotors IM	
AIRCRAFT LIABILITY	✓				$See Attached $	EA OCC EA PASS	$ $	EA PER AGGR
MEDICAL PAYMENTS	✓	INCLUDING CREW EXCLUDING CREW			$50,000.	EA PER		

COVERAGE CODE	COVERAGE DESCRIPTION	OPTIONS				LIMIT	APPLIES TO	LIMIT	APPLIES TO
	Slung/Cargo	✓				$1,000,000. $2,500	EA OCC Deductible	$ $	
	Chemical Liability	✓				$1,000,000. $2,500	EA OCC/AGG Deductible	$ $	
	Special Equipment	✓				$500,000 $10,000	EA OCC Deductible	$ $	

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

The insurance extended by this policy shall not apply to, and the Certificate Holder shall not be insured for bodily injury or property damage which arises from the design, manufacture, modification, repair, sale, handling or servicing of the aircraft by the Certificate Holder.
Certificate Holder is included as an additional insured but only as respects operations of the Named Insured.

CERTIFICATE HOLDER

New Hampshire Fish & Game Department
11 Hazen Drive
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

Rob Wetzig

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CERTIFICATE OF INSURANCE
ADDENDUM (Schedule of Aircraft)

DATE ISSUED
11/28/2023

NAMED INSURED:

Joe Brigham, Inc.
DBA JBI Helicopter Services
720 Clough Mill Road
Pembroke, NH 03275

CERTIFICATE HOLDER:

New Hampshire Fish & Game Department
11 Hazen Drive
Concord, NH 03301

This is to certify that the following policy(s), subject to the terms, conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s), the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

N Number	Year	Make	Model	Serial No.	Crew	Pax	Hull Value	Liability Limit
N106JC	1982	Bell	206 BIII	3622	1	4	$550,000.00	$25,000,000.00
N138TX	1979	Hughes	MD 500 369D	1290646D	1	7	$800,000.00	$25,000,000.00
N161LA	1981	Hughes	MD 500 369D	711015D	1	4	$1,000,000.00	$25,000,000.00
N230MD	1981	Hughes	MD 500 369D	510978D	1	4	$800,000.00	$25,000,000.00
N240FL	1978	Hughes	MD 500 369D	480298D	1	4	$700,000.00	$25,000,000.00
N25GH	1982	Bell	206 L1	45755	1	4	$800,000.00	$25,000,000.00
N2611	1980	Bell	206 L1	45417	1	4	$800,000.00	$25,000,000.00
N407JB	1998	Bell	407	53250	1	6	$3,250,000.00	$25,000,000.00
N445JB	1971	Bell	206B3	619	1	4	$950,000.00	$25,000,000.00
N56757	1994	Bell	206 L4	52072	1	4	$1,200,000.00	$25,000,000.00
N57441	1980	Bell	206 L1	45438	1	4	$800,000.00	$25,000,000.00
N64JB	1978	Bell	206B	2437	1	4	$800,000.00	$25,000,000.00
N800JB	1979	Bell	206B	2832	1	4	$800,000.00	$25,000,000.00
N801JB	1979	Bell	206B III	2697	1	4	$1,200,000.00	$25,000,000.00
N802JB	1971	Bell	OH-58A	7120851	1	4	$800,000.00	$25,000,000.00
N803JB	1991	Bell	206B	4172	1	4	$800,000.00	$25,000,000.00
N868JB	2000	Bell	206 BIII	4534	1	4	$800,000.00	$25,000,000.00

AssuredPartners
AEROSPACE

AssuredPartners Aerospace
4582 S. Ulster St, #600
Denver, CO 80237

303-526-5300
303-526-5303

AVIATION ADDENDUM (Schedule of Aircraft)

CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/28/2023

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
AssuredPartners Aerospace
4582 S. Ulster St, #600
Denver, CO 80237

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
Joe Brigham, Inc.
DBA JBI Helicopter Services
720 Clough Mill Road.
Pembroke, NH 03275

INSURER(S) AFFORDING COVERAGE	%	NAIC #
INSURER A : Global Aerospace Member Companies	30	
INSURER B : Starr Indemnity & Liability Company	20	38318
INSURER C : Old Republic Insurance Company	30	24147
INSURER D : United States Aircraft Insurance Group	20	
INSURER E :		
INSURER F :		

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AIRPORT & FBO LIABILITY COVERAGES **CERTIFICATE NUMBER:** 77354124 **REVISION NUMBER:**

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y / N)	SUBROGATION WAIVED? (Y / N)
A	12001224;and as on file	12/1/2023	12/1/2024	Y	N

COVERAGE		OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
PREMISES LIABILITY	✓			$ $25,000,000.	BI EA PER EA OCC	$	PD
PREMISES MEDICAL PAYMENTS	✓			$50,000	EA PER	$	EA OCC
PRODUCTS LIABILITY	✓	SALE OF FUEL & OIL EXTENDED		$ $25,000,000.	BI EA PER EA OCC	$ 25,000,000.	AGGR
COMPLETED OPERATIONS LIABILITY	✓	EXTENDED		$ $25,000,000.	BI EA PER EA OCC	$ 25,000,000.	AGGR
HANGARKEEPERS LEGAL LIABILITY	✓	INCLUDING TAXI IN FLIGHT		$10,000,000.	EA AIRCRAFT	$ 10,000,000.	EA OCC
FIRE LEGAL LIABILITY	✓			$500,000	ANY ONE FIRE		
PERSONAL INJURY LIABILITY	✓			$25,000,000.	EA OCC	$ 25,000,000.	AGGR
ADVERTISING LIABILITY	✓			$25,000,000.	EA OCC	$ 25,000,000.	AGGR
CONTRACTUAL LIABILITY	✓	INCLUDED	EXCLUDED				

COVERAGE CODE	COVERAGE DESCRIPTION		OPTIONS			LIMIT	APPLIES TO	LIMIT	APPLIES TO
Auto -	Excess Follows	✓	#02CA02332012		Granite State	$1,000,000.	EA OCC	$	
WorkCom	Excess Follows	✓	#1000005062		Starr Indemnity	$3,000,000.	EA OCC	$	
						$		$	
	Independ Contractors	✓				$25,000,000	EA OCC	$	
						$		$	
DEDUCT	Hangarkeepers	✓				$10,000	Ea Aircraf	$	

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

In the event of material change or cancellation of said policy(s), the Company(s) shall give thirty (30) days written notice to the certificate holder with the exception of a ten (10) day notice for non-payment of premium.
Certificate Holder is included as additional insured but only with respects operations of the Named Insured. Certificate Holder is not covered for claims arising out of their liability as a manufacturer, seller, handler, distributor or service facility of any product or service sold, handled, distributed or provided.

CERTIFICATE HOLDER

State of New Hampshire
Department of Fish and Game
Attn: Mr. Robert Fawcett
2 Hazen Drive
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
Rob Wetzig

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
AssuredPartners Aerospace		Joe Brigham, Inc. DBA JBI Helicopter Services 720 Clough Mill Road Pembroke, NH 03275
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 20 FORM TITLE: Certificate of Aviation Liability (03/16)

HOLDER: State of New Hampshire Department of Fish and Game

ADDRESS: Attn: Mr. Robert Fawcett 2 Hazen Drive Concord, NH 03301

Global Aerospace Member Companies:

American Alternative Insurance Corporation 59.24% - NAIC 19720 A+ (Superior) Best Rating
American Commerce Insurance Company 10% - NAIC 19941 A (Excellent) Best Rating
National Indemnity Company 18.39% - NAIC 27812 A++ (Superior) Best Rating
Tokio Marine America Insurance Company 12.37% - NAIC 10945 A++ (Superior) Best Rating

United States Aircraft Insurance Group Companies:

ACE American Insurance Company 50% - NAIC 22667 A++ (Superior) Best Rating
National Liability & Fire Insurance Company 50% - NAIC 20052 A++ (Superior) Best Rating

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ATTACHMENT

Federal Excise Tax

EXEMPTION CERTIFICATE

(FOR USE BY THE UNITED STATES, TERRITORIES, OR POLITICAL DIVISIONS THEREOF, OR THE DISTRICT OF COLUMBIA)

Date: 4/2/2024

The undersigned hereby certifies that he is the Director, Procurement and Support Services of the State of New Hampshire, and that he is authorized to execute this Certificate, and that the article or articles specified below are purchased from, **Joe Brigham Inc** for the exclusive use of ***All State Agencies*** of the State of New Hampshire.

It is understood that the exemption from tax in the case of all sales or articles under this Exemption Certificate to the United States, Territories, etc. is limited to the sale of articles purchased for their exclusive use, and it is agreed that if articles purchased tax-free under this Exemption Certificate are used otherwise, or are sold to employees or others, such fact must be reported to the manufacturer of the article or articles 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.

Gary Lunetta, Director
Procurement and Support Services

This Exemption Certificate covers the following articles specified in various Contracts and Purchase Orders issued by the State of New Hampshire for ***ALL* GOODS AND SERVICES**.

EXEMPTION CERTIFICATE# 02-73-0112K