



# New Hampshire Fish and Game Department

**HEADQUARTERS:** 11 Hazen Drive, Concord, NH 03301-6500  
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December 9, 2024

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Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, NH 03301

### Requested Action

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a grant agreement with Hanover Conservancy (Vendor Code 271351), Hanover, NH in the amount of \$30,000.00 to provide partial funding for the acquisition and conservation of an approximately 140-acre parcel in the Town of Hanover, New Hampshire, effective upon Governor and Council approval through June 30, 2025. Funding is 100% Other (Fisheries Habitat Funds).

Funding is available in account Fisheries Habitat, as follows;

### **03-75-75-752020-2127 Inland Fisheries Management-Fisheries Habitat**

	<u>FY2025</u>
20-07500-21270000-073-500581 Grants-Non Federal	\$30,000.00

### Explanation

NHFG worked with the Hanover Conservancy to conserve an approximately 140-acre parcel that contains highly valuable aquatic habitat and supports wild brook trout. Protecting this property will conserve this critical habitat, foster brook trout production and stability, as well as provide opportunities to anglers who want to pursue them. An unnamed brook is the primary waterbody that flows through the property. This brook has excellent water quality and habitat diversity, and contains a high biomass/high density population of brook trout.

This grant funding was approved by the Fish and Game Commission at their meeting on March 19, 2024.

Respectfully submitted,

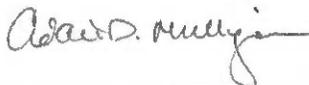
Stephanie L. Simek, Ph. D.  
Executive Director

Kathy Ann LaBonte, Chief  
Business Division

GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Fish and Game Department		<b>1.2. State Agency Address</b> 11 Hazen Drive, Concord, NH 03301	
<b>1.3. Grantee Name</b> Hanover Conservancy		<b>1.4. Grantee Address</b> 71 Lyme Road, Hanover NH 03755	
<b>1.5 Grantee Phone #</b> 603-643-3433	<b>1.6. Account Number</b> 20 07500 2127 073 500581	<b>1.7. Completion Date</b> June 30, 2025	<b>1.8. Grant Limitation</b> \$30,000.00
<b>1.9. Grant Officer for State Agency</b> Stephanie L. Simek, Executive Director		<b>1.10. State Agency Telephone Number</b> 603-271-3511	
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."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Adair D. Mulligan, Executive Director	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13 State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Stephanie L. Simek, Ph.D., Executive Director	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: 		Assistant Attorney General, On: 1/16/2025	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
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 ADM  
Date 11/14/24

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.
- 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 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 of 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 ADM  
Date 11/14/24

- 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 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.

Grantee Initials ADM  
Date 11/14/24

Exhibit A  
Special Provisions

None

Exhibit B  
Scope of Services

The scope of services is agreed to be as follows between Hanover Conservancy (HC) and the State of New Hampshire Fish and Game Department (NHFG).

HC shall:

1. Acquire ownership of approximately 140 acres in the Town of Hanover (Tax Map 13, Lot 51-3).
2. Maintain at least a 100 foot no cut buffer along the perennial stream on the property as measured from the mean high water stream edge.
3. Not post against public access to and use of the Property for such, non-wheeled, pedestrian, non-commercial, outdoor recreational and outdoor educational purposes as will have minimal impact on the Property, such as but not limited to hiking, wildlife nature observation, cross-country skiing, fishing, trapping and hunting, but the HC shall not be required to keep the Property open to the public for camping or snowmobiles.
4. New trail construction/relocation must be reviewed and approved by NHFG.
5. Provide NHFG with recorded copies of the fee title deed.
6. Submit an invoice to NHFG up to \$30,000.00 as payment for the conservation of this parcel by June 30, 2025.
7. Prior to any transfer of the Property, Grantee shall provide the N.H. Fish and Game Department at least 30-days advance notice of the proposed transfer, including the name, address, and phone number of the proposed transferee and a copy of the proposed Deed.
8. Grantee shall ensure that any transfer of the Property shall be subject to perpetual Conservation Restrictions, pursuant to RSA 477:45-47, which Conservation Restrictions shall include, at a minimum, the rights and restrictions set out in numbers 1 - 5 above, and a third-party right of enforcement in said Conservation Restrictions granted to the State of New Hampshire, acting through the N.H. Fish and Game Department or the N.H. Office of the Attorney General. No transfer of the Property shall be effective without the N.H. Fish and Game Department's prior written approval of the required Conservation Restrictions.

NHFG shall:

Grantee Initials ADM for HC  
Date 1/6/2025

1. Inspect and approve completed work prior to grant payment.

Exhibit C

Method of Payment

Method of payment shall be as follows:

1. Upon the completion of the project, HC shall submit an invoice not to exceed \$30,000.00. The following appropriation code shall be referenced on the invoice: 20-07500-21270000-073-500581.

Invoice will be paid within 30 days of approval.

Grantee Initials ADM for HC  
Date 1/6/2025



March 11, 2024

**TO:** NH Fish & Game Commission & Staff

**FROM:** Scott R. Mason, Executive Director

**SUBJECT: COMMISSION AGENDA – MARCH 19, 2024**

There will be a meeting of the NH Fish and Game Commission on Tuesday, **March 19, 2024**, **immediately following the Commission Hearing scheduled for 1:00 p.m.**, at the NH Fish & Game Department, 11 Hazen Drive, Concord, NH 03301.

The public is entitled to attend all Commission Meetings and when recognized by the Chairman, the public may speak on any item on the agenda. The Chairman reserves the right to limit public comments to the extent necessary for the orderly conduct of the meeting.

**ACTION ITEMS:**

1.) Approval of the February 20, 2024 Commission Minutes. (E. Stohl)

2.) Consent Agenda – The following items have been grouped together and noticed as consent agenda items to expedite action on routine matters, which may not require public discussion. Commission members may remove certain items, if further public input or discussion is deemed necessary.

2a.) Approval to accept the following donations made to the Search & Rescue Account:  
(K. Jordan)

George Tombarello, in memory of retired District 5 Lieutenant, Scott F. LaCrosse -	\$12,000.00
Paul & Patricia Bisset, for use by the Advanced Search & Rescue Team -	\$5,000.00
Matthew & Alicia Emsley, in support of the Hike Safe Program -	\$50.00
Red Oak Hill Farm, LLC, honoring NH Conservation Officers -	\$30.00
	<u>Total: \$17,080.00</u>

2b.) Approval to accept the donation of \$400.00 from The GoldenChild Back Lake Nationals & Vintage Showdown (Marco Philippon, Roy Oliver & Guy Philippon), for their appreciation of the Department's presence at the February 24, 2024 Event in Pittsburg. (S. Mason)

2c.) Approval to accept the following donations made in memory of David Powers, Andover, NH, deposited into the Small Gifts & Donations Account:

Cynthia Albert, Houston, TX -	\$250.00
Huckleberry Propane & Oil, Boscawen, NH -	\$100.00
Clayton Miller, Elkins, NH -	\$ 50.00
Andrew Phelps, Dianne Miller & Tammie Jo Phelps, Danbury, NH -	\$ 25.00
	<u>Total: \$425.00</u>

- 3.) Approval to expend up to \$30,000 from the Fisheries Habitat Account to conserve 140.3 acres in Hanover, NH. (J. Magee)
- 4.) Approval to expend approximately \$20,779.75 from the Wildlife Habitat account to purchase a mini-excavator with bucket and mulching head to aid in maintaining property infrastructure such as woods roads, stream crossing, signs, and parking areas on Fish & Game Wildlife Management Areas across the state. (J. Oehler)

**INFORMATION ITEM:**

- 1.) Financial Statement. (K. LaBonte)
- 2.) Overview of process for acquiring lands and easements for NH's Wildlife and its citizens. (J. Oehler)

**COMMITTEE STRUCTURE:**

**LEGISLATIVE COMMITTEE:** Public policy development & recommendations, as well as Commission advocacy before legislature.

**Commissioner Price, Chair;** Commissioners: Caveney, DeBow, Hodgson & Green.

**Staff members:** Kevin Jordan & Marty Mobley.

**GOVERNANCE COMMITTEE:** Commission professional development, education & policy recommendations related to Commission conduct & activities.

**Commissioner Caveney, Chair;** Commissioners: Temple, Hodgson & Titone.

**Staff member:** Cheri Patterson.

**SUSTAINABILITY & STRATEGIC PLANNING:** Agency funding, development & oversight of strategic plan.

**Commissioner Hodgdon, Chair;** Commissioners: Caveney, DeRosa, Hodgson & Titone.

**Staff member:** Scott Mason.

**RESOURCES & INFRASTRUCTURE:** Policy recommendations related to agency infrastructure; including facilities, public access, habitat & wildlife.

**Commissioner Green, Chair;** Commissioners: Caveney, DeRosa & Temple.

**Staff member:** Dianne Timmins.

**PUBLIC ENGAGEMENT & EDUCATION:** Engagement, partnership, awards, public recognition & education strategies for the public & interest groups.

**Commissioner DeRosa, Chair;** Commissioners: DeBow, Hodgdon & Price.

**Staff members:** Dan Bergeron, Kevin Jordan & Cheri Patterson.

**SEACOAST COMMITTEE REPORT:** Commissioner Titone.

# 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 HANOVER CONSERVANCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 13, 1963. 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: 645141

Certificate Number: 0006698922



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 June A.D. 2024.

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

David M. Scanlan  
Secretary of State

**Certificate of Authority – Resolution for Vote**

I, Aricca Van Citters, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name #1)  
Hanover Conservancy, I hereby certify the following is a true copy of a vote taken at  
(Name of Grantee)

a meeting of the Board of Directors / Council / Selectboard / Supervisors, duly called and held on  
August 8, 2024,

at which a quorum of the Directors/Councilors/Selectmen/Supervisors, were present and voting.

**VOTED:** That Adair Mulligan, Executive Director is  
(Name #2 and Title. May list more than one person)

duly authorized to enter into contracts or agreements on behalf of

Hanover Conservancy with the State of New Hampshire and any of  
(Name of Grantee)

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 six (6) months from the date of this 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.

DATE: August 8, 2024

ATTEST:

Aricca Van Citters

Aricca Van Citters, Secretary

