



# New Hampshire Fish and Game Department

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40

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48

Stephanie L. Simek, Ph.D.  
Executive Director

June 17, 2025

Her Excellency, Governor Kelly A. Ayotte  
And the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a contract with Holden Engineering & Surveying, Inc. (Vendor Code 155489) in the amount of \$21,850.00 to execute a boundary survey as well as blaze, paint, brush, and place state boundary line signs on the perimeter boundary of the 586+- acre Merrymeeting Marsh WMA. This WMA is comprised of 6 different parcels of land equaling approximately 7 miles of boundary line. Contract will be effective upon Governor and Council approval through December 31, 2025. Funding is 75% Federal Funds and 25% Wildlife Habitat Account.

Funding for this contract is available and will be expended from the Wildlife Habitat Conservation Account as follows:

03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation

020-07500-21550000-305-500845 Habitat Acquisition and Management

FY26  
\$21,850.00

### EXPLANATION

The New Hampshire Fish and Game Department is owner of lands throughout the state referred to as Wildlife Management Areas (WMA). It is NHFG's obligation to delineate and maintain in good order the boundaries of these public properties for the benefit of the public and abutting landowners. As part of the long-term management of these lands NHFG tries to maintain a 15-year schedule of remarking and signing its boundaries. This contract includes the scheduled long-term maintenance of the perimeter of the WMA as described. The Land Surveyor for this work was selected through a Request for Proposals (RFP) submission and subsequent qualification assessment evaluation. The Request for Proposals was advertised on March 11, 2025 and the link to the RFP was directly emailed to 21 prospective Land Surveying Firms. Four proposals that met the minimum qualifications were received prior to the closing date for the RFP. These proposals were graded based on qualification criteria (see enclosed assessment table). Holden Engineering & Surveying, Inc. had the winning proposal based on this evaluation.

Respectfully submitted

Stephanie L. Simek, Ph.D.  
Executive Director

Kathy Ann LaBonte  
Chief, Business Division

**QUALIFICATIONS COST ASSESSMENT EVALUATION**

**COMBINED RANKINGS**

**MERRYMEETING MARSH, ALTON**

**RFP FISH AND GAME 2025-04**

**COMBINED RANKINGS**

Date: 04-21-2025

Possible Score	Colliers Engineering & Design	Norway Plains Associates, Inc.	Northam Survey	Holden Engineering & Surveying, Inc.				
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Proposal format and content	complete	YES	YES	YES	YES			
<b>Request for Qualifications Criteria</b>								
Bob Weir, Licensed Land Surveyor N.H.F.G.	40	33	37	36	35			
Jim Oehler, Wildlife Habitat Program Supervisor	40	34	32	25	38			
Subtotal	<b>80</b>	<b>67</b>	<b>69</b>	<b>61</b>	<b>73</b>			
Qualification Rank		3	2	4	1			
Price \$		\$70,000	\$44,000	\$179,000	\$21,850			
Bob Weir, Licensed Land Surveyor	25	8	12	3	25			
Jim Oehler, Wildlife Habitat Program Supervisor	25	8	12	3	25			
Combined Cost Score	50	16	24	6	50			
Cost Rank		3	2	4	1			
Combined scores Total points	<b>130</b>	<b>83</b>	<b>93</b>	<b>67</b>	<b>123</b>			
Final Ranking		3	2	4	1			

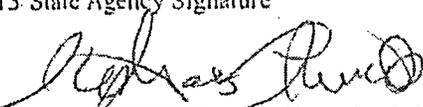
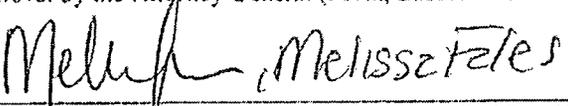
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Fish and Game Department		1.2 State Agency Address 11 Hazen Drive  Concord, NH 03301	
1.3 Contractor Name Holden Engineering & Surveying, Inc.		1.4 Contractor Address P.O. Box 480 Concord, NH 03302-0249	
1.5 Contractor Phone Number 603-472-2078 603-225-6449	1.6 Account Unit and Class 21550000-305-500845	1.7 Completion Date 12/31/2025	1.8 Price Limitation 21,850
1.9 Contracting Officer for State Agency Stephanie L. Simek, Ph.D., Executive Director		1.10 State Agency Telephone Number 603-271-3511	
1.11 Contractor Signature  Date: 5/4/25		1.12 Name and Title of Contractor Signatory Peter D. Holden	
1.13 State Agency Signature  Date: 5/23/25		1.14 Name and Title of State Agency Signatory Stephanie L. Simek, Ph.D., Executive Director	
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 Fales On: 6/26/25			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**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.



**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 *el*  
Date 4/26/20

**EXHIBIT A**  
**SPECIAL PROVISIONS**

**FEDERAL AWARD INFORMATION**  
**AND**  
**COMPLIANCES FOR FEDERAL ASSISTANCE PROJECTS**

This contract is funded in part by a grant from the Department of the Interior, U. S. Fish and Wildlife Service. The contractor and all sub-contractors must comply with federal regulation and the following provisions, as applicable:

Equal Employment Opportunity

This federally assisted construction contract is subject to Executive Order 11246, as amended by Executive Order 11375 and Implementing Regulations at 41 CFR Part 60.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24,

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Date: 5/6/25

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) 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 provisions attached to this contract in Exhibit D, as applicable.

#### Government-wide Debarment and Suspension

This contract is subject to Executive Orders 12549 and 12689 "Debarment and Suspension." The contractor must comply with the applicable provisions of the OMB guidance in Sub-part C of 2 CFR Part 180, as adopted by the Department of Interior at 2 CFR Part 1400 Non-procurement Debarment and Suspension. A contract award (see 2 CFR 180.220) cannot be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 2 CFR 180. Before entering into a covered transaction the contractor must notify the contracting state agency if you know that you or any of your principals are presently excluded or disqualified from participation in federally funded transactions.

#### **Certification Regarding Debarment and Suspension**

By entering into a contract the contractor certifies, per Subpart C of 2 CFR Part 180, that neither it nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded by any federal department or agency from participating in transactions supported in whole or in part by Federal funds.

### **EXHIBIT B** **SCOPE OF SERVICES**

The Scope of Services is agreed to be as follows between Holden Engineering and Surveying, Inc. (HES) and the New Hampshire Fish and Game Department (NHFG).

#### **Holden Engineering and Surveying, Inc. shall:**

1. Provide a complete closed perimeter boundary survey including setting of rebar or granite bounds at boundary points of obliterated or missing boundary monuments. Survey will be based on NH State Plane Coordinate system. Contractor will provide a digital file of an acceptable format (i.e. Auto Cad/Carlson) of the survey plan along with a complete coordinate file of all points associated with the project. The file will include the points file for all traverse control (permanent - detectable by a metal detector) boundary corners and

Initials: oh  
Date: 5/16/20

monuments referenced by deed and located in the field (including tie courses generated through closure) in the drawing.

2. Provide two (2) hard copies of the formatted boundary plan on Mylar suitable for registry filing.
3. Submit a concise written report describing existing boundary conditions.
4. Provide New Hampshire Fish and Game Department the necessary DGPS results (import/export format i.e. Auto-cad DXF or equal/Arc-view 10.x shape-files) or approved equal of all coordinate required positions of the property plan.

**Brush, Blaze, Re-Blaze, Paint & Install Signage as described below:**

1. New Hampshire Fish and Game Department will supply the following materials; paint, aluminum nails and signs. Upon completion of the project, unused materials are to be returned to New Hampshire Fish & Game Department.
2. The property line shall be brushed out approximately five feet (5') horizontally, two and one half (2 ½') feet each side of the line and six feet (6') vertically removing brush, limbs, saplings, etc. so that the line is clearly visible.
3. Painting of boundary line blazes shall be rectangular in shape, and a minimum of 2" wide x 4" long. Blaze protocol: Paint blazes fore and aft are **online** trees, all other trees standing within two feet (2') to the left or right of the line and four feet (4') from the line a single painted **side blaze** facing the line. Painted blaze trees should not be further than thirty feet (30') to forty feet (40') apart when possible, and in cases where tree spacing is greater, blazes should remain inter-visible. Trees too small to be blazed may be stripped with paint in order to maintain visibility. *If using flagging to indicate boundary prior to blazing and painting, flagging must be removed once maintenance is completed. Old existing blazes found outside the allowable four feet (4') limit of a side blaze should not be repainted.*
4. Orange paint will be used to paint blazes and shall be applied by brush. The paint will be applied in a thick consistency (not washy) completely covering the blaze.
5. Witness of **Boundary corners**: 1-3 separate witness trees will establish each corner. Each tree will have three painted blazes vertically aligned facing the corner. Boundary lines and corners must be clearly visible "heading to" and "leaving from" each corner monument. Within approximately (10') ten feet either side of boundary intersection/property corner, witness signs are installed facing the corner and just beyond this distance boundary signs should be placed perpendicular of the boundary line direction and facing the abutting property.
6. **State Boundary Signs** (3" x 9") will be installed approximately 250' apart along all boundary lines. **State Corner Signs** (3" x 7") will be installed at each corner. Old boundary and corner signs must be removed and properly disposed of. **Important: 2 ½" or longer nails must be used to post signs on live trees and shall be driven 2/3rd the length of the nail shaft, leaving 1/3rd shaft and nail head proud of the face of the tree. This allows space for the sign to move as the tree continues to grow and retain the boundary signage.**

Initials: DL  
Date: 5/6/25

7. **CAUTION MUST BE EXERCISED** when witnessing boundary lines that cross hiking/snowmobile trails at the property line. At these intersections, paint will be absent a minimum of fifty feet (50') from the trail intersection so users do not confuse the boundary line blazes for a trail witness. Property signs will be hung at trail intersections facing the abutting property to the WMA property. Signs will be fixed every 50' for a total distance of 100' left and 100' right of the intersection along the boundary where blazes and paint are omitted.
8. **CAUTION AND APPROPRIATE DISCRETION** should be exercised in areas immediately adjacent to abutting houses and maintained yards. *Limited and minimal blazing and painting should be done in these areas* and only line blazes or side blazes on NHFG land. Property signs should still maintain the standard spacing. No blazing or signing of maintained yard trees should be performed.
9. Boundary lines in areas inundated with water year-round should be marked up to and leaving the area of inundation. Emergent marshes should also be marked in this same manor. Large areas of semi treed alder swamps should be blazed where possible or accommodations will be made for the periodic placement of metal fence posts. This method should also be used in woodland shrub areas. This will be determined on a case by case basis and communicated between NHFG and the Contractor.
10. Contract will be in force upon contract approval by the state through December 31, 2025. Work must begin and continue on a regular basis no later than one month after the day of contract approval.
11. NH Fish & Game intends for the contractor to initiate the Scope of Work of this contract in a consistent and timely manner employing individuals with the ability to provide a quality product and manage the rigors of backcountry fieldwork on a large remote landscape. Also, this contract **cannot** be subcontracted in part or completely to another and must be performed by Holden Engineering and Survey, Inc.

**EXHIBIT C**  
**METHOD OF PAYMENT**

1. Upon completion of half of the scope of work required under this contract, Holden Engineering & Surveying, Inc. may submit a detailed invoice outlining work performed for payment not to exceed 50% of the total costs stated in Section 1.8.
2. The final payment, remaining 50% (fifty percent) of the contract, will be made contingent upon completion of the brushing, blazing, painting and signing of the perimeter boundary, and a recorded plan of the property survey, and satisfaction of item #3 below.
3. The balance payment, by Fish & Game Dept. to the contractor requires receipt of the final bill and acceptance of required fieldwork and documentation/documents in Scope of Work. Payment may be delayed in the event that upon review of completed work it is determined said work is not consistent with the Scope of Work. Payment to be made only when all contract work is completed in accordance with the guidelines set forth, as specified in the Scope of Work with approval of the project administrator.

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Date:   5/6/25

- 4 The following appropriations code shall be referenced: 020-07500-21550000-305-500845.
- 5 Total to be paid under this contract shall not exceed \$21,850.00.

**EXHIBIT D**  
**FEDERAL FUNDING INFORMATION AND COMPLIANCES**

This contract is funded by a grant from the Department of the Interior, U. S. Fish and Wildlife Service. The contractor and any sub-contractors must comply with federal regulation and the provisions below, 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

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Date: 5/6/25

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.

Initials:   DJ    
Date:   5/6/25

# State of New Hampshire

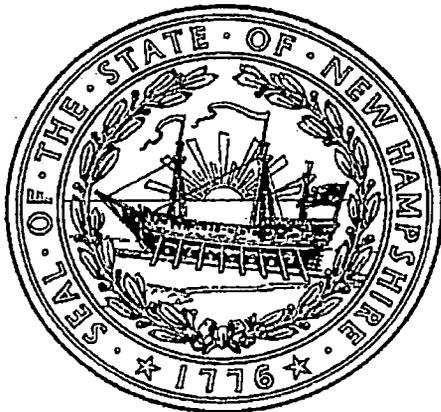
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HOLDEN ENGINEERING & SURVEYING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on July 20, 1981. 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: 35633

Certificate Number: 0007169060



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan  
Secretary of State

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

I, Donna Holder, hereby certify that I am duly elected Clerk/Secretary/Officer of

Holder Eng'r Survey Inc. I hereby certify the following is a true copy of the  
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or

Articles of Incorporation authorize the following officers or positions to bind the

Corporation for contractual obligations Donna Holder Pres  
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions  
authorized: Peter Holden Vice Pres  
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this  
certificate as evidence that the person listed above currently occupies the position indicated  
and that they have full authority to bind the corporation. This authority **shall remain valid**  
for **thirty (30)** days from the date of this certificate.

DATED: 4/26/25

ATTEST: Donna Holder Pres  
(Name & Title)

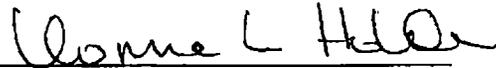
**HOLDEN ENGINEERING AND SURVEING, INC.**

**Action By Consent of the Shareholder**

The undersigned being the sole shareholder and the sole director of Holden Engineering and Surveying, Inc., a New Hampshire corporation at a duly called meeting of the sole shareholder and sole director of the corporation, hereby voted for and consent to adoption of the following resolution:

**RESOLVED:** That effective immediately Peter D Holden as Vice President of Holden Engineering and Surveying has the authority to sign as Vice President any contracts, proposals and any other legal documents with the State of New Hampshire Fish and Game Department

Dated as of June 12, 2025



Donna L Holden  
Donna L Holden, Sole Director and Sole Shareholder

BY-LAWS  
OF  
HOLDEN ENGINEERING & SURVEYING, INC.

ARTICLE I

NAME, PLACE OF BUSINESS AND CORPORATE SEAL

SECTION 1. NAME: The name of the Corporation shall be as set forth in the Articles of Incorporation.

SECTION 2. PRINCIPAL PLACE OF BUSINESS: The principal place of business of the Corporation shall be as set forth in the Articles of Incorporation, but the Corporation may also have offices at such other places as the Board of Directors may from time to time designate or the business or the Corporation may require.

SECTION 3. SEAL: The regular seal of the Corporation shall be an impression seal which shall have inscribed thereon the name of the Corporation, the year of its incorporation and the words "Incorporated, New Hampshire". Until such seal shall be secured, the Incorporators or the Directors may adopt a temporary seal which shall have the same force and effect as the regular seal.

ARTICLE II

CORPORATE POWERS

The Corporation shall have all powers and enjoy all of the privileges granted by the laws of New Hampshire to corporations organized under the New Hampshire Business Corporation Act, N.H. RSA 293-A.

ARTICLE III

BOARD OF DIRECTORS

SECTION 1. GENERAL POWERS. The property, business and affairs of the Corporation shall be managed and conducted by its Board of Directors, said Board being elected by the Shareholders.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of Directors of the Corporation shall be the same number provided in the initial Articles of Incorporation and, in any event, no less than one (1) and no more than three (3). The number of Directors may be increased or decreased from time to time by amendment to the By-Laws. Each Director shall hold office until the next annual meeting of shareholders and until his successor

shall have been elected and qualified, subject however, to removal at any time by a majority vote of shareholders. Directors need not be residents of the State of New Hampshire or shareholders of the Corporation.

SECTION 3. EXECUTIVE COMMITTEES. The Directors may annually appoint, from among themselves, two or more Directors who with the President shall form an Executive Committee and to such Committee may be delegated the management of the current and ordinary business of the Corporation and such other duties as from time to time the Board of Directors shall deem advisable.

SECTION 4. REGULAR MEETINGS. A regular meeting of the Board of Directors shall be held without other notice than this By-Law immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of New Hampshire, for the holding of additional regular meetings without other notice than such resolution.

SECTION 5. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of New Hampshire, as the place for holding any special meeting of the Board of Directors called by them.

SECTION 6. NOTICE. Notice of any special meeting shall be given at least 2 days previously thereto by written notice delivered personally or mailed to each Director at his business address, or delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of waiver of notice of such meeting.

SECTION 7. QUORUM. A majority of the number of Directors fixed by Section 2 of this Article of III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 8. MANNER OF ACTING. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 9. ACTION WITHOUT A MEETING. The action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors; and the votes, resolutions and other actions had, adopted and taken under this Section 9 shall be deemed the official and binding action of the Directors in meeting.

SECTION 10. RESIGNATIONS. Any Director may resign his office at any time, such resignation to be made in writing and to take effect from time of its receipt by the Corporation unless some time is fixed in the resignation, and then from that time.

SECTION 11. VACANCIES. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of Directors by the shareholders.

SECTION 12. COMPENSATION. By resolution of the Board of Directors, each Director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as Director of a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

SECTION 13. PRESUMPTION OF ASSENT. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

#### ARTICLE IV

##### OFFICERS

SECTION 1. NUMBER. The officers of the Corporation shall be a President, a Vice President, a Secretary, who shall be the resident agent, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two (2) or more offices may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. REMOVAL. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. PRESIDENT. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. He shall, when present, and in the absence of a Director designated by the Board as Chairman of the Board, preside at all meetings of the shareholders and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation and deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. VICE PRESIDENT. If pursuant to the authority granted in Section 1 of Article IV, the Board of Directors shall have created the office of Vice President, such officer shall have and exercise all of the powers and duties of the President during any vacancy in the office of President or during such time as the President may be absent or for any reason unable to act.

SECTION 7. SECRETARY. The secretary shall (a) be the resident agent of the Corporation, (b) keep the minutes of the proceedings of the shareholders and the Board of Directors in one

or more books provided for that purpose; (c) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (d) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents and execution of which on behalf of the Corporation under its seal is duly authorized; (e) keep a register of the address of each shareholder which shall be furnished to the Secretary by such shareholder; (f) sign with the President, or a Vice-President, certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the Corporation; and (h) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. In the absence or incapacity or inability to act of the Secretary, an Acting Secretary shall be chosen by ballot, who shall also be duly sworn. The Acting Secretary shall serve during the meeting or other proceeding with respect to which chosen and shall seasonably thereafter file with the Secretary, the minutes of such meeting or his official account with respect to such other proceeding.

SECTION 8. TREASURER. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation and documents, contracts and other papers belonging to the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these By-Laws; (c) give a detailed report of the financial condition of the Corporation to the Board of Directors at such times as the Board of Directors shall require and to the Stockholders at the Annual Meeting; (d) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

SECTION 9. ASSISTANT SECRETARIES AND ASSISTANT TREASURERS. The Assistant Secretaries, when authorized by the Board of Directors, may sign with the President or a Vice-President certificates for shares of the Corporation the issuance of which shall have been authorized by a resolution of the Board of Directors. The Assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secre-

taries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors.

SECTION 10. SALARIES. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the Corporation.

## ARTICLE V

### SHAREHOLDERS

SECTION 1. ANNUAL MEETING. The annual meeting of the shareholders shall be held within sixty (60) days of the fiscal year end or at such other time on such other day within such month as shall be fixed by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of New Hampshire, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

SECTION 2. SPECIAL MEETINGS. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than one-tenth of all outstanding shares of the Corporation entitled to vote at the meeting.

SECTION 3. PLACE OF MEETING. The Board of Directors may designate any place, either within or without the State of New Hampshire as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of New Hampshire, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Corporation in the State of New Hampshire.

SECTION 4. NOTICE OF MEETING. A written notice of all meetings of the Stockholders shall be delivered by the Secretary, or in case of his absence, incapacity or disability, by such person as the Board of Directors shall appoint, not less than ten (10) nor more than fifty (50) days before the date of such

meeting, either personally or by mail to each Stockholder of record at his address as it appears on the books of the Corporation, stating the place, day, hour and purposes of such meeting. Every holder of stock shall for all purposes be deemed to have been notified of any meeting if he shall be present at such meeting or shall in writing waive notice thereof either before or after the meeting. No notice of the time, place or purpose of any regular or special meeting of the Stockholders shall be required if every holder of stock, or his attorney thereunto authorized, by a writing which is filed with the records of the meeting, waives such notice.

SECTION 5. RECORD OF SHAREHOLDERS. The officer or agent having charge of the stock transfer books for shares of the Corporation shall make a complete record of the shareholders entitled to vote at each meeting of shareholders or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. Such record shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof.

SECTION 6. QUORUM. A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notice. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

SECTION 7. PROXIES. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

SECTION 8. VOTING OF SHARES. Each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

SECTION 9. VOTING OF SHARES BY CERTAIN HOLDERS. Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such other corporation may determine.

Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Neither treasury shares of its own stock held by the Corporation, nor shares held by another corporation if a majority of the shares entitled to vote for the election of directors of such other corporation are held by the corporation, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time for purposes of any meeting.

SECTION 10. INFORMAL ACTION BY SHAREHOLDERS. Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

SECTION 11. CLOSING OF TRANSFER BOOKS OR FIXING OF RECORD DATE. For the purposes of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the Corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, fifty (50) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than fifty (50) days and, in case of a meeting of shareholders, not less than ten (10) days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and

no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

## ARTICLE VI

### CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. CERTIFICATES FOR SHARES. Certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President or a Vice-President and by the Secretary or an Assistant Secretary and sealed with the corporate seal or a facsimile thereof. The signatures of such officers upon a certificate may be facsimiles if the certificate is manually signed on behalf of a transfer agent or a registrar, other than the Corporation itself or one of its employees. Each certificate for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the Corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

SECTION 2. TRANSFER OF SHARES. Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes.

SECTION 3. FULLY PAID AND NON-ASSESSABLE. The shares of stock of this Corporation shall be non-assessable and shall be stamped or imprinted upon the certificate "Fully paid and Non-Assessable".

ARTICLE VII

FISCAL YEAR

The fiscal year of the Corporation shall be as from time to time fixed by the Board of Directors.

ARTICLE VIII

DIVIDENDS

The Board of Directors may, from time to time, declare and the Corporation may pay dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and as may be provided in its Articles of Incorporation. Before payments of any dividend or making any distribution of profits, there shall be set aside out of the profits of the Corporation such sum or sums as the Directors from time to time in their absolute discretion think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining property of the Corporation, or for such other purposes as the Directors shall think conducive to the interest of the Corporation.

ARTICLE IX

WAIVER OF NOTICE

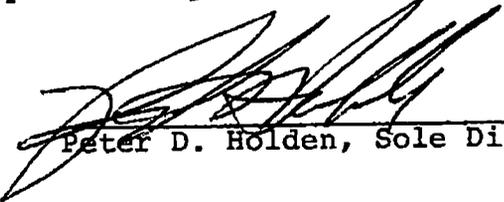
Whenever any notice is required to be given to any Shareholder or Director of the Corporation under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of the New Hampshire Business Corporation Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X

AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the Shareholders at any annual or special meeting provided that the notice of such meeting shall set forth the text of any proposed alterations, amendments or new By-Laws.

Date of Adoption: September 7, 1988

  
\_\_\_\_\_  
Peter D. Holden, Sole Director

