



## STATE OF NEW HAMPSHIRE DEPARTMENT of NATURAL AND CULTURAL RESOURCES DIVISION of PARKS and RECREATION BUREAU OF TRAILS

172 Pembroke Road Concord, New Hampshire 03301 Phone: (603) 271-3254 Fax: (603) 271-3553 E-Mail: nhtrails@dncr.nh.gov

December 5, 2022

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

#### REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to enter into a **retroactive** Land Use Agreement with Webster Land Corporation (VC #431097), c/o Wagner Forest, 150 Orford Rd, PO Box 160, Lyme, NH in the amount of \$3,040 for a period of four years effective upon Governor and Council approval retroactive to December 15, 2021 through December 14, 2025. 100% Other Funds.

Funds are available in the following account for Fiscal Year 2023 and are anticipated to be available in Fiscal Years 2024 -2026, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-035-035-351510-35620000 -Trails Acquisition

 FY23
 FY24
 FY25
 FY26

 022-500248 - Rents-Leases Other Than State
 \$760
 \$760
 \$760

#### **EXPLANATION**

This request is **retroactive** as the forest management group changed from The Conservation Fund to Wagner Forest Management, Ltd in 2021, which caused delays in the review of the agreement. The final agreement went through multiple iterations by both parties due to the complexity of planning, constructing, and completing a trail reroute on an adjacent property.

The Bureau of Trails has worked with Webster Land Corporation and their forest manager for over a year to provide continued access for snowmobile Primary Trail 204 over and across their land in the towns of Campton and Holderness NH. In addition, the adjacent landowner (Bruce Swomley) requested the trail reroute due to the expansion of cross-country ski trails on their property.

The Attorney General's Office has reviewed and approved this Land Use Agreement as to form, substance and execution.

Respectfully submitted,

(PSM

Sarah L. Stewart Commissioner

State of New Hampshire

Nepartment of Natural and Cultural Resources

Division of Parks and Recreation

Trails Bureau

#### LAND USE AGREEMENT

THIS LAND USE AGREEMENT ("Agreement") is made effective as of December 15, 2021, pursuant to authority contained under New Hampshire RSA 215-A (Supp.), by and between,

Webster Land Corporation, a corporation organized under the laws of the State of New Hampshire, with a mailing address of Cleveland, Waters and Bass, P.A., Attn: Philip M. Hastings, Two Capital Plaza, 5th Floor, P.O. Box 1137, Concord, NH 03301, its successors and assigns, ("WLC"), and the

Department of Natural and Cultural Resources of the State of New Hampshire, acting by and through its Commissioner, and the Supervisor of the Trails Bureau, County of Merrimack, State of New Hampshire, both with a mailing address of State of New Hampshire, Department of Natural and Cultural Resources, Division of Parks and Recreation, Trails Bureau, 172 Pembroke Road, Concord, New Hampshire 03301, ("DNCR").

#### RECITALS

WHEREAS, the State of New Hampshire acting by and through DNCR wishes to have WLC grant access to the citizens of New Hampshire and other members of the public to a certain system of groomed snowmobile trails described below for recreational purposes; and

WHEREAS, WLC is willing to grant such access provided that such access can be granted with statutorily limited liability to WLC, and can be granted at no cost to WLC, and provided that DNCR is willing to establish, maintain and patrol said trails during such times as this Agreement remains in effect.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, WLC and DNCR hereby agree as follows:

#### 1. Description:

WLC grants permission to the public, in the manner and subject to the conditions and restrictions stated in this Agreement, over and across certain lands of WLC in Holderness and Campton for the purpose of the location, relocation, establishment, construction, reconstruction, installation, erection, improvement, maintenance, repair, use, patrol, discontinuance, retirement, abandonment and restoration of a system of designated groomed trails for snowmobiles ("Trails"). The public use permitted by this Agreement is strictly and exclusively limited to "Snowmobiles" (as defined by NH statute), and this Agreement shall in no way be construed or interpreted to permit the use of any other off-highway recreational vehicle (including, but not limited to, all-terrain vehicles) on any Trail or any other portion of the Premises (as defined below).

#### 2. <u>Description of Property</u>:

The Trails are over and across certain lands of WLC located in the State of New Hampshire, hereinafter referred to as the "Premises". The Premises are generally described as located in the Towns of Holderness and Campton as set forth on the attached "Exhibit A-List of Included Tax Parcels by Town", which Exhibit A is attached hereto and made a part hereof. The locations of Trails are restricted to the designated trails as shown on the attached map, "Exhibit B - Location Map of WLC Snowmobile Trails", which Exhibit B is attached hereto and made a part hereof. This Agreement shall be subject to the rights of either party hereto to alter, to close, to relocate, to discontinue and/or to establish new designated Trails as set forth herein.

#### 3. Tenn:

The term of this Agreement shall commence on the date of approval of Governor and Executive Council and, unless sooner terminated in accordance with this Agreement or applicable law, shall terminate on December 14, 2025. This Agreement shall be subject to the rights of either party hereto to terminate this Agreement as set forth herein.

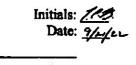
Initials: 1/8.
Date: 4/2/22

#### 4. Payment:

- 4.1 DNCR shall pay WLC during the term an administrative fee of \$3.040.00 to cover WLC's administrative work with DNCR and property-related coordination work relating to the public use of Trails. The payment of the administrative fee shall be made in four (4) annual installments of \$760.00 (for each of 2021-22, 2022-23, 2023-24, and 2024-25) with the first payment due within 30 days of approval of this Lease by the Governor and Executive Council and subsequent payments on or before August 1 of each year. The fee to be paid pursuant to this Agreement shall not be construed as or deemed as a payment to allow public access to the Premises but rather solely to compensate WLC for the costs incurred in connection with allowing such access.
- 4.2 Notwithstanding anything to the contrary contained herein, it is understood and agreed that all payments of all sums by DNCR hereunder are contingent upon availability and continued appropriation of State funds, and if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, DNCR may terminate this Agreement in whole or in part immediately.
- 4.3 If at any time during the term of this Agreement (a) the parties agree to materially increase or decrease the length of the Trails on the Premises, (b) the parties agree to alter the Premises as provided for in Item 10.1 herein, or (c) WLC withdraws from this Agreement any of the Premises as provided for in Item 10.2 herein, or otherwise, the subsequent annual installments shall be adjusted proportionally by the change in trail mileage. Any such annual administrative fee installment adjustment calculation shall be made at the rate of \$200/per mile of trail. Any adjusted annual installment shall be as invoiced by WLC.

#### 5. WLC's Obligations and Reserved Rights:

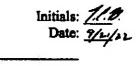
- 5.1 WLC permits the public to use the Trails for public recreational purposes only, when said Trails are groomed and open for safe and proper use by Snowmobiles.
- 5.2 Subject to the terms of this Agreement, WLC permits DNCR, at DNCR's own expense, to locate, to relocate, to establish, to construct, to reconstruct, to install, to erect, to improve, to maintain, to repair, to use, to patrol, to discontinue, to retire, to abandon and to restore the Trails for public recreational purposes only.



- 5.3 Semi-annually, prior to May 1 and prior to November 1, WLC shall review DNCR's map of the proposed Trail locations (presented by DNCR to WLC prior to April 1 and prior to October 1, respectively), and WLC shall indicate to DNCR approved Trail locations. The locations of all such Trails shall be subject to WLC's approval.
- 5.4 WLC permits DNCR to cut and remove trees, brush and other obstacles from the Trails to a width of twelve (12) feet. All hazardous trees and brush leaning in the Trails may be cut and removed.
- 5.5 WLC permits DNCR to perform site preparation, including the cutting and removal of standing trees for bridge/culvert installation.
- 5.6 WLC permits DNCR to install gates and construct passways through fences and stonewalls, to the extent required and subject, in each instance, to WLC's prior written approval.
- 5.8 WLC shall execute the forms necessary for DNCR to obtain all governmental approvals, permits, authorizations, and licenses required for DNCR to exercise its rights or carryout its obligations under this Agreement.

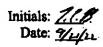
#### 6. DNCR's Obligations:

- 6.1 DNCR, at its own expense, shall observe and be in compliance with all Federal, State and Municipal laws and regulations, as such laws and regulations may now be or may hereafter become applicable to Trails.
- DNCR, unless otherwise mutually agreed upon, shall have the full responsibility of giving notification and/or applying for and obtaining any and all Federal, State or Municipal governmental approvals, permits, authorizations, or licenses relating to DNCR's exercise of rights hereunder. DNCR shall not commence or perform any location, relocation, establishment, construction, reconstruction, installation, erection, improvement, maintenance, repair, use, patrol, discontinuance, retirement, abandonment or restoration of Trails on land of WLC until after DNCR has given such notifications and/or applied for and obtained any such governmental approvals, permits, authorizations, or licenses required for such action, and copied same to WLC, if any.
- 6.3 DNCR's location, relocation, establishment, construction, reconstruction, installation, erection, improvement, maintenance, repair, use, patrol, discontinuance, retirement, abandonment or restoration of Trails shall be undertaken only in conformity with (a) any and all Federal, State and



Municipal laws and regulations, and consistent with any and all approvals, permits, authorizations or licenses issued pursuant thereto and (b) best management practices for such work (i.e. <u>Best Management Practices for Erosion Control During Trail Maintenance and Construction</u>, published January 2017 by the New Hampshire Bureau of Trails).

- 6.4 Reserved.
- 6.5 DNCR, at its own expense, shall locate, relocate, establish, construct, reconstruct, install, erect, improve, maintain, repair, use, patrol, discontinue, retire, abandon and restore Trails in a manner that minimizes soil erosion, sedimentation and stormwater runoff.
- 6.6 DNCR, at its own expense, may as a portion of a Trail, install a stream crossing with a bridge or culvert. Such stream crossing installation shall be at a location and of design and with materials as approved by WLC.
- 6.7 For timber (permitted to be cut by DNCR), DNCR shall pay WLC the current rate for the highest market use of the tree.
- 6.8 Semi-annually, prior to April I and prior to October 1, DNCR shall present to WLC a map of the proposed Trail locations for WLC's review and approval. The locations of all such Trails shall be subject to WLC's approval.
- 6.9 Within forty-eight (48) hours of receipt of written notice from WLC to DNCR, DNCR shall close any Trail (or portion thereof), as requested by WLC, that in the sole determination of WLC, the woods operations of WLC or its contractors would make use of any such Trail (or portion thereof) hazardous to the public. The parties agree to work together to relocate the Trail (or portion thereof) so as to minimize the interruption of public use of such Trail (or portion thereof).
- 6.10 Within forty-eight (48) hours of receipt of written notice from WLC to DNCR, DNCR shall close any Trail (or portion thereof), as requested by WLC, that in the sole determination of WLC, is causing unacceptable erosion, or is causing unacceptable sedimentation into a water body or stream. The parties agree to work together to mitigate any cause of erosion or sedimentation along a Trail (or portion thereof), and/or to relocate the Trail (or portion thereof) so to minimize the interrupt of public use of such Trail (or portion thereof).
- 6.11 DNCR, at its own expense, shall regulate the use of Trails by the public.
- 6.12 DNCR, at its own expense, shall maintain Trails in good, safe, and usable condition.



- 6.13 DNCR, at its own expense, shall be responsible for the appearance of all Trails and for maintaining the Trails in a good, clean and orderly condition and manner, and in such manner as not to be objectionable to WLC or detract from the aesthetic values of the general area. DNCR shall regularly patrol the Trails, and to pick up and to dispose of all trash and debris resulting from the public's use of the Trails.
- 6.14 DNCR shall not construct or erect, or permit the construction or erection of, any structure or building on the Premises, and shall not make any improvements on or to the Premises which would alter or injure the natural aesthetic quality of the surrounding area or the Premises' Current Use status.
- 6.15 DNCR shall not make any strip or waste of any portion of the Premises.
- 6.16 DNCR, at its own expense, shall be responsible for placing and maintaining necessary trail and facility signs along the Trails so to adequately mark Trails. All such signs shall be affixed to freestanding posts and shall not be nailed or otherwise attached to live trees.
- 6.17 DNCR, at its own expense, shall erect signs supplied by WLC that inform the public that private lands are being made available for public use and should be used with respect.
- 6.18 (Reserved).
- 6.19 (Reserved).
- 6.20 Any Trail maps published or otherwise made available through DNCR for the use of the public shall be consistent with Exhibit B (as may be revised from time to time pursuant to this Agreement) and reviewed and approved by WLC.
- 6.21 Reserved.
- 6.22 DNCR shall not apply any chemicals or use any hazardous substances on the Premiseswithout the prior written approval of WLC and only in compliance with all applicable laws and regulations.
- 6.23 Upon the expiration of the Term or earlier termination of this Agreement, DNCR, at its own expense, shall discontinue, retire, abandon, restore and /or stabilize each of the Trails as mutually agreed to with WLC. This covenant shall survive the termination of this Agreement.

#### 7. Liability Provisions: Sovereign Immunity:

7.1 It is expressly understood by the parties that (i) the payment provided hereunder is not a payment to allow public access to the Premises, but shall compensate the landowner in part for actual

costs associated with allowing such access, and (ii) they intend that WLC shall retain all protections afforded by the limitations of landowner liability provisions set forth in New Hampshire RSA 212:34 and RSA 508:14.

7.2 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant shall survive the termination of this Agreement.

#### 8. Termination:

8.1 Termination for Cause. In the event that DNCR (a) fails to perform any of its obligations hereunder in a timely or satisfactory manner, (b) uses or allows the use of the Premises for any purpose or in any other manner except as herein specified, (c) fails to pay any administrative fee installment when due (whether payment is demanded or not), or (d) fails to perform or comply with any of the obligations, conditions, or restrictions set forth in this Agreement, WLC, its successors or assigns, may terminate or annul this Agreement so far as all further rights of DNCR or the general public hereunder are concerned, and repossess the Premises and hold the Premises free and clear of all claims of DNCR or the general public under this Agreement or otherwise. Furthermore, in the event that the use of the Trails as contemplated by this Agreement shall result in any increase in WLC's real estate property taxes, or the assessment of any penalty for removal of the Trails' areas from Current Use, WLC may terminate or annul this Agreement so far as all further rights of DNCR or the general public hereunder are concerned, and repossess the Premises and hold the Premises free and clear of all claims of DNCR or the general public under this Agreement or otherwise. Written notice of any such determination by WLC pursuant to the prior two sentences shall be served upon DNCR by certified mail, return receipt requested, send to the DNCR address as specified below. specifying the nature of the default or breach. If upon the expiration of fourteen (14) days from the delivery of such notice, the default or breach is not remedied, then WLC may immediately terminate this Agreement. No failure on the part of WLC, or its successors or assigns, to enforce a forfeiture by DNCR of this Agreement, or to terminate this Agreement for any default or breach by DNCR of any agreement, condition or restriction herein contained, shall be construed as a waiver of the right to enforce a subsequent forfeiture or a subsequent default or breach of the same or any other agreement, condition or restriction herein contained.



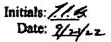
- 8.2 Termination without Cause. Either party hereto may terminate this Agreement by giving written notice to the other party hereto at least ninety (90) days prior to the effective date of the termination. Any such notice shall be sent by certified mail, return receipt requested, to the address of the party hereto being notified as specified below.
- 8.3 It is further understood and agreed, that at the termination of this Agreement, all fixtures and personal property of DNCR shall be removed from the Premises within ninety (90) day from the date of termination. DNCR hereby agrees that any fixtures and personal property of DNCR remaining on the Premises after the expiration of said 90 days shall be and become then the property of WLC. WLC, however, reserves the right to require that DNCR shall remove the same within the 90 day period if it so demands.

#### 9. Assignment and Sublease:

9.1 DNCR shall not assign, sublet or otherwise transfer any interest in this Agreement, or underlet the Premises or any portions thereof, nor give or surrender the same to any other persons without written consent of WLC.

#### 10. Amendment:

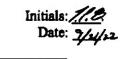
- During the term of this Agreement, or any of its extensions or renewals, DNCR and WLC may negotiate to alter, by mutual accord, the Premises as described in Exhibit A, at which time said Exhibit A shall be replaced by a revised Exhibit A reflecting such changes as the parties agree upon without affecting the balance of this Agreement. Such revised Exhibit A shall be signed by designated agents of both parties.
- 10.2 During the term of this Agreement, or any of its extensions or renewals, WLC may withdraw any portion of the Premises lands which WLC may be divesting of, or has divested of, from the terms of this Agreement, without DNCR's approval or agreement, by giving written notice to DNCR and supplying a revised Exhibit A, at which time said Exhibit A shall be replaced by a revised Exhibit A reflecting such changes without affecting the balance of this Agreement (except annual fee installment payment as described in Item 4.3 hereinabove). Such revised Exhibit A shall be signed by designated agents of both parties.



- 10.3 During the term of this Agreement, or any of its extensions or renewals, DNCR and WLC may negotiate to alter, to close, to relocate, to discontinue and/or to establish new locations of Trails, by mutual accord. Such revised locations shall be located, established, used and discontinued with the written permission of WLC's designated agent and amendment of Exhibit B. Such amendment of Exhibit B shall be signed by designated agents of both parties.
- 10.4 Except as expressly provided otherwise herein, this Agreement may be modified, waived or discharged only by a written instrument signed by the parties.

#### 11. Special Provisions:

- 11.1 The State of New Hampshire shall provide WLC with a liability insurance coverage, naming WLC and its forest management consultant (presently Wagner Forest Management, Ltd.). Said coverage has a limit of \$1,000,000 per occurrence with a \$1,000,000 aggregate for bodily injury and property damage as a result of a covered loss. In addition, the coverage provides an excess Liability Policy of \$1,000,000 of coverage for each occurrence and \$1,000,000 aggregate. Combined coverage provides a total limit of \$2,000,000 aggregate for each covered loss. A certificate of liability insurance evidencing such coverage shall by delivered to WLC annually by January 1 of each year.
- 11.2 All rights granted to the public and DNCR under this Agreement are non-exclusive, and WLC reserves the right for itself and its employees, guests, servants, agents, tenants, successors, and assigns to cross, to enter upon, to occupy, to possess and to enjoy the Premises at any and all times in any way for any purpose, including but not limited to, the construction, maintenance, use and discontinuance of road, bridges and log yard landings, the taking off and hauling of any trees, forest management activities, or the excavation, removal and hauling of gravel and sand.
- 11.3 Nothing contained in this Agreement shall be construed as creating, expressly or by implication, an easement in favor of DNCR, any member of the public, or the public in general..
- 11.4 This Agreement shall not be deemed to create any private right of action, and no private person shall have any rights to enforce the terms hereof.
- 11.5 If at any time during the term of this Agreement DNCR shall desire to terminate any portion of the Trails or any portion of the seasonal uses, then it shall do so by notifying WLC by written notice at least thirty (30) days in advance.



#### 12. Notice:

Any notice, demand or communication required or permitted to be given under the terms of this Agreement shall be deemed to have been duly given and made if given by any of the following methods.

a. Deposited in the United States mail in a sealed envelope, postage prepaid, by registered or certified mail, return receipt requested, or sent by overnight mail service or electronic transmission, in each instance respectively addressed as follows:

To WLC:

Webster Land Corp.

Cleveland, Waters and Bass, P.A.

Attn: Philip M. Hastings
Two Capital Plaza, 5th Floor

P.O. Box 1137 Concord, NH 03301 hastingsp@cwbpa.com

To DNCR:

NH Department of Natural and Cultural Resources

Division of Parks and Recreation, Trails Bureau

Attn.: Craig Rennie, Chief 172 Pembroke Road, Concord, NH 03301

Craig.D.Rennie2@dncr.nh.gov

b. Given in hand to the addressees listed above.

Any such notice shall be deemed effective upon its receipt by the other party.

{Signatures appear on following pages.}

Initials: 2/8.
Date: 9/4/22

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on their respective behalves, each having been thereunto duly authorized.

#### **Webster Land Corporation**

Lunn Marchand	9-21-2022	By: Home & Bel.	
Witness	Date	Thomas Beck	
		Its President	

STATE OF New Haupshire COUNTY OF MENTINGER

On this the 21<sup>5</sup> day of September, 2022 before me, Maureen Rowley, the undersigned officer, personally appeared Thomas Beck, who acknowledged himself to be the duly authorized President of Webster Land Corporation, and that he, as such President, being authorized so to do by said Webster Land Corporation, executed the foregoing instrument for the purposes therein contained by signing the name of Webster Land Corporation, by himself as President thereof.

Notary Public/Commissioner of Deeds
My Commission Expires: 3-25-25

MARCH 25.
2025

Initials: /////
Date: 9/1/12

	Department of Natural and Cultural Resources of the State of New Hampshire:
Tamples 1/23/23 Witness Date	2 By: Sarah L. Stewart, Commissioner
Manages Mariner 1918/22 Writings Date	By: Oraig Rennie, Chief, Bureau of Trails
Approved as form, substance and execution	on:
OFFICE OF THE ATTORNEY GENERA	AL ()
Attorney General's Office Date: 12/2/2022	Mark W. Dell'Orfano, Attorney
Approved by Governor and Council at the meeting as Item #	
	Initials: 1/8.  Date: 9/26/22  Note: Th: 5 page not yest signed (7.1.8)  9/21/22)

#### **EXHIBIT A**

### The Premises: List of Included Tax Parcels by Town

List of tax parcels owned by Webster Land Corporation as of December 2021 on which the Trails Bureau of the Department of Natural and Cultural Resources will manage Snowmobile Trails, pursuant to the terms of this agreement.

Town	Tax Map and Lot reference
Holderness	Map 208 Lot 201
Campton	Map 17 Lot 6-14
Campton	Map 17 Lot 7-5
Campton	Map 17 Lot 7-6

Initials: 1/13.

Date: 2/1/22

#### EXHIBIT B

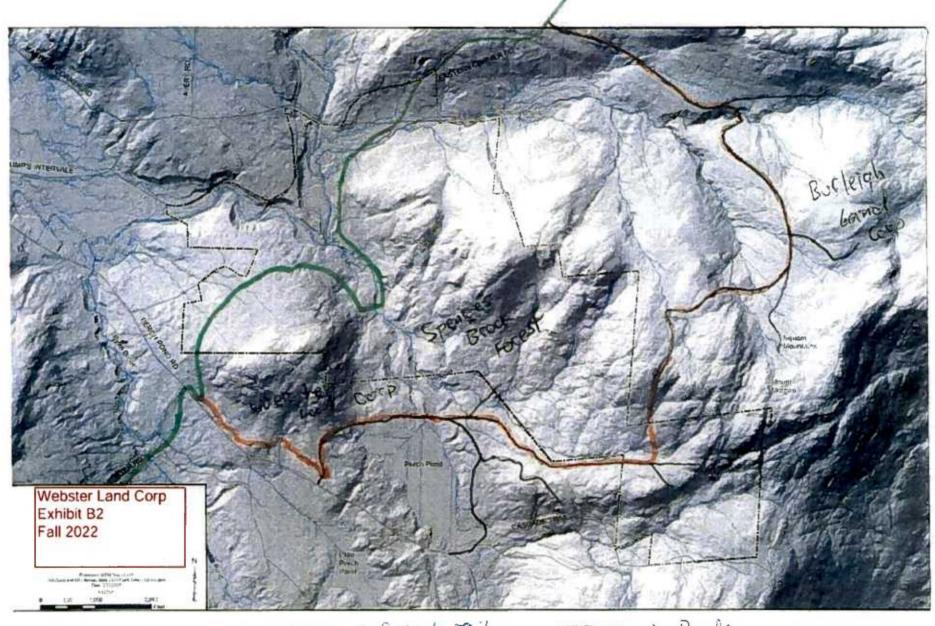
#### Location Map of Trails Upon Lands Of Webster Land Corporation

Location Map of Trails upon lands of Webster Land Corporation (dated	.21	) which
the Trails Bureau of the Department of Natural and Cultural Resources wi	il manage as S	nowmobile
Trails, pursuant to the terms of this agreement.		

\*\* Exhibit B1 = Trail Map 1 over photo background Exhibit B2 = Trail Map 2 over LiDAR hillshade Exhibit B3 = Trail Map 3 over photo background

Initials: 1/8.
Date: 1/4/12





: Current Troil

Re Route

-- > Rocals
(Logging or SLID)



# 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 WEBSTER LAND CORPORATION is a New Hampshire Profit Corporation registered to transact business in New Hampshire on October 10, 1984. 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: 80327

Certificate Number: 0005901358



#### IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of November A.D. 2022.

David M. Scanlan Secretary of State



# State of New Hampshire Department of State 2022 ANNUAL REPORT

Filed
Date Filed: 2/3/2022
Effective Date: 2/3/2022
Business ID: 80327
William M. Gardner

Secretary of State

BUSINESS NAME: WEBSTER LAND CORPORATION

BUSINESS TYPE: Domestic Profit Corporation

BUSINESS ID: 80327

STATE OF INCORPORATION: New Hampshire

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS	
	c/o Thomas Beck, 29 Bear Hill Road North Andover, MA, 01845, USA	

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: Cleveland, Waters and Bass, P.A. (121855)

REGISTERED AGENT OFFICE ADDRESS: TWO CAPITAL PLAZA PO BOX 1137 CONCORD, NH, 03302, USA

PRINCIPAL	PURPOSE(S)
NAICS CODE NAICS SUB CODE	
OTHER / GROWING, HARVESTING, MANAGEMENT & SELLING OF TIMBER AND RELATED ACTIVITIES	

	OFFICER / DIRECTOR INFORMATION	
NAME	BUSINESS ADDRESS	TITLE
Thomas Beck	29 Bear Hill Road, North Andover, MA, 01845, USA	President
Philip M. Hastings	PO Box 1137, Concord, NH, 03302, USA	Secretary
John H. Livens, Jr.	231 Nathan Lanc, Carlisle, MA, 01741, USA	Treasurer
Thomas Beck	29 Bear Hill Road, North Andover, MA, 01845, USA	Director
Lael H. Chester	9 Lowell Street, Cambridge, MA, 02138, USA	Director
David Fitz	18 October Farm Lane, Cumberland, ME, 04021, USA	Director
Jonathan M. Harris	104 Mansion Lane, Wynnewood, PA, 19096, USA	Director
Oliver F. Ames, Jr.	303 Congress Street, Boston, MA, 02210, USA	Director
John H. Livens, Jr.	231 Nathan Lane, Carlisle, MA, 01741, USA	Director
Elizabeth H.V. Bennett	P.O. Box 250, Holderness, NH, 03245, USA	Director

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: President
Signature: Thomas Beck
Name of Signer: Thomas Beck