

Monica I. Mezzapelle
STATE TREASURER



Thomas P. McAnesple
DIRECTOR

**THE STATE OF NEW HAMPSHIRE
STATE TREASURY
ABANDONED PROPERTY DIVISION**

25 CAPITOL STREET, ROOM 205
CONCORD, N.H. 03301-6312
603-271-2619
FAX 603-271-2730

E-mail: unclaimedproperty@treasury.nh.gov
newhampshire.findyourunclaimedproperty.com
TDD Access: Relay NH 1-800-735-2964

May 18, 2022

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

REQUESTED ACTION

Authorize the Treasury ("Treasury") to enter into a contract with Kroll Governmental Solutions, LLC of Waterbury, CT, for a contingent fee not to exceed 10.25 % of the gross amount identified and remitted to the state from audits/examinations of the records of any holder or person to determine compliance with RSA Chapter 471-C, *Custody and Escheat of Unclaimed and Abandoned Property* from July 1, 2022 to June 30, 2025. 100% Other (Abandoned Property Funds)

The fees paid shall be funded entirely from the Abandoned Property account 01-38-38-380510-80210000-020-500254. Funding is available in this account, as noted below (pending budget approval for Fiscal Years 2024 and 2025):

020-500254	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>
Audit Fees	\$1,344,343	\$1, 344,343	\$1,344,343

EXPLANATION

RSA 471-C, New Hampshire's *Unclaimed and Abandoned Property Law*, provides that the Treasurer may contract with other entities to identify, recover, and remit unclaimed or abandoned assets (e.g. cash and securities) through audit or examination of records. Such examinations are conducted largely with out-of-state holders of such property. Treasury, upon report and remittance, endeavors to contact the rightful owner who may then claim the property. Amounts not claimed shall be escheated and deposited in the General Fund.

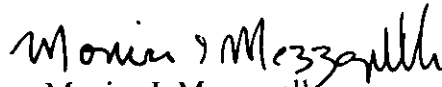
His Excellency, Governor Christopher T. Sununu
and the Honorable Council

May 18, 2022

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Treasury will contract with any reputable provider of audit/examination services that offers a competitive fee arrangement. The 10.25 % fee is consistent with the existing rate level throughout this industry.

Respectfully requested,

A handwritten signature in black ink, appearing to read "Monica I. Mezzapelle". The signature is fluid and cursive, with the first name "Monica" and last name "Mezzapelle" clearly distinguishable.

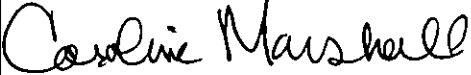
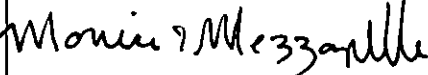
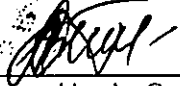
Monica I. Mezzapelle
State Treasurer

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 TREASURY		1.2 State Agency Address 25 CAPITOL STREET, RM 121 CONCORD, NH 03301	
1.3 Contractor Name KROLL GOVERNMENTAL SOLUTIONS, LLC		1.4 Contractor Address 500 CHASE PARKWAY WATERBURY, CT 06708	
1.5 Contractor Phone Number 402 682 7260	1.6 Account Number 01-38-38-380510-80210000-020-500254	1.7 Completion Date JUNE 30, 2025	1.8 Price Limitation SEE FEE SCHEDULE
1.9 Contracting Officer for State Agency MONICA I. MEZZAPELLE, STATE TREASURER		1.10 State Agency Telephone Number 603 271 2624	
1.11 Contractor Signature  Date: 5/16/2022		1.12 Name and Title of Contractor Signatory CAROLINE MARSHALL, PRESIDENT	
1.13 State Agency Signature  Date: 5/18/2022		1.14 Name and Title of State Agency Signatory MONICA I. MEZZAPELLE, STATE TREASURER	
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:  On: 5/20/22			
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 as indicated in block 1.17, 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. 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 affected 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. 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, 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 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. 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.

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

23. 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.

24. 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.

Exhibit A - Special Provisions

A. Cooperation:

New Hampshire agrees to send such notices that may be required to each audit candidate naming Kroll as its agent and to assist Contractor in obtaining access to the records that are necessary to complete its audit. In addition, "THE TREASURER" or his/her designee shall co-operate with Kroll during conduct of the audit including, if necessary, assisting Kroll or in demand for delivery of the unclaimed property.

B. Disclosure of Findings (Confidentiality),

1. Kroll may, with the prior written consent of the Holder, disclose information it may lawfully acquire hereunder to states other than States choosing to examine the Holder using the services of Kroll, and concerning the same examination period, except as prohibited by law.
2. Except as expressly permitted by this agreement, Kroll shall not disclose any information it may obtain in connection with providing services under this contract, including all information obtained from either New Hampshire or any holder, and all such information shall be confidential.

C. Suspension and Termination

Upon providing written notice to Kroll evidencing New Hampshire's concerns and the specific reasons for such, New Hampshire may suspend or terminate the Contract or any specific examination, with or without good cause.

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1. With respect to suspension or termination with good cause, where it appears to New Hampshire that Kroll has had a material failure in the performance or the examination; or in the performance of any of the requirements of this contract; or that Kroll is in material violation of a specific provision of this contract, the examination or the contract may be terminated upon written notice to Kroll and Kroll shall have 90 days to cure such failure(s) or violation(s). If Kroll should fail to substantially cure the failure(s) or violation(s) then Kroll shall be entitled to no more compensation under the Contract. or for that examination, as the case may be. If Kroll should fail to substantially cure the failure(s) or violation(s) then Kroll shall be entitled to no more compensation under the Contract, or for that examination, as the case may be.

2. With respect to suspension or termination without good cause, Kroll shall cease all work on behalf of New Hampshire. Kroll shall be entitled to its contracted contingency fee for any payments received by New Hampshire for the current reporting cycle and the years subject to audit by Kroll on behalf of New Hampshire, howsoever those payments shall may be made to New Hampshire including but not limited to payments made via audits by another contract auditor, New Hampshire auditors, reciprocity payments, a voluntary filing, or as part of a Voluntary Disclosure Agreement with New Hampshire.

D. Custody of Records

1. Kroll is the custodian of records for the work performed under this Agreement.
2. Kroll shall maintain these records for seven (7) years after the end of performance of the Agreement.
3. State shall have reasonable access to all records related to the performance of this Agreement.

E. Choice of law

1. This Agreement shall be governed by the laws of the State of New Hampshire.
2. Kroll shall comply with all federal, state, and local laws applicable to the performance of this Agreement.

F. Release and Indemnification

When requested by the holder or New Hampshire, Kroll will prepare a Release and Indemnification Agreement (from an approved template to be provided, and updated from time to time, by New Hampshire). Pursuant to said document New Hampshire shall release the holder from the reporting and delivery requirements

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of the property transferred, including the waiver of interest and/or penalties which could have been imposed thereon, if agreed to by the State, and indemnify the holder against any claims by owners of the property, or other states, for property transferred in accordance with the abandoned property statutes of New Hampshire.

G. Severability

If any term or condition of this Agreement is declared invalid by a court of law. The validity of the remaining terms and conditions shall not be affected.

H. Waiver

The failure of New Hampshire to enforce any provision of this Agreement shall not constitute a waiver by New Hampshire of that or any other provision.

I. Non-Exclusive Contract

New Hampshire may contract with other parties and entities to ensure compliance with the New Hampshire unclaimed property law.

J. Integration

This contract is fully integrated, and as such, constitutes the entire understanding of the parties. The parties agree there is no understanding or agreement other than the terms expressly stated or through the documents incorporated herein by reference. This agreement may only be modified by another writing signed by both parties.

K. Exhibits Incorporated by Reference

Each of the exhibits attached hereto (Exhibits A, B and C) are expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits.

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5/16/2022

L. Correspondence

1. Correspondence to the state should be addressed to:

Treasurer, State of New
Hampshire
Abandoned Property
Division
25 Capitol Street
Room 205
Concord, NH 03301-6312

2. Correspondence to Kroll should addressed to:

Caroline Marshall, President
Kroll Government Solutions, LLC
500 Chase Parkway
Waterbury, CT 06708

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Audit Services Contract Exhibits

Exhibit B Services to be Performed

A. Identification of Unclaimed Property.

1. Kroll Governmental Solutions, LLC ("Kroll") shall conduct an examination, identify, and demand delivery of unclaimed property from holders that are subject to report and deliver said property under New Hampshire abandoned property law,
2. The period in which Kroll shall examine and identify unclaimed shall consist of the current reporting cycle as of the date of commencement of examination, as well as any prior reporting cycles for which property remains unclaimed and unreported.
3. Kroll shall, when examining for New Hampshire, adhere to New Hampshire's abandoned property law, as defined in RSA 471-C. . New Hampshire shall notify Kroll of all changes in its statutes or administrative rules initiated by or made known to the Treasurer. Kroll shall be responsible for performance in accordance with current laws and regulations whether state or federal.
4. It is understood by the parties that Kroll shall not commence an examination on behalf of New Hampshire without first obtaining New Hampshire's written consent or direction.
5. Audits may be conducted by Kroll on behalf of New Hampshire alone or in conjunction with audits conducted by Kroll on behalf of other states with which Kroll has entered into contracts. In the event that audits are conducted on behalf of multiple states. Kroll may disclose information it acquires through the audit process with such states pursuant to a plan whereby New Hampshire benefits from such reciprocal discoveries. New Hampshire and Kroll shall jointly establish all necessary procedures related to the sharing of such information as well as all procedures relating to the examination of holder records and the reporting and delivery of unclaimed property in connection with a multistate audit.
6. The holdings of the U.S. Supreme Court in *Texas v. New Jersey*, 85 S. Ct. 1136 (1965), *Pennsylvania v. New York*, 92 S. Ct. 2820, (1972), and *Delaware v. New York*. 113 S. Ct. 1550. (1993), and any applicable federal legislation regarding which state has the right to escheat property shall be followed.
 - i. Where the name and last known address of the apparent owner according to the books and records of the holder is in New Hampshire, it shall be deemed to be reportable to New Hampshire.
 - ii. If the holder has never maintained records setting forth the name and last known address of the apparent owner, the property shall be deemed reportable to the state

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of incorporation of the holder. An address shall be deemed to mean a description of location sufficient for the delivery and receipt of mail. Where no addresses presently exist, but the holder at one time maintained addresses of the apparent owners, the property shall be deemed reportable to the state of incorporation of the holder. Where no address exists, but the records of the holder establish that the apparent owner resided in New Hampshire, Kroll shall advise New Hampshire and the holder's state of incorporation, for the purposes of determining which state possesses the priority claim to the funds,

iii. Where the address of the apparent owner cannot be readily ascertained, but in fact exists in the books and records of the holder, sampling techniques will be used to allocate the property among the states participating in the review. In such event, if required, sampling techniques will also be utilized to ascertain the proportion of the total reportable property for which the holder has names and last known addresses. Kroll shall notify New Hampshire when sampling techniques under this paragraph are being used.

iv. If the above rules do not provide for a case, or the state having the priority claim cannot be determined. Kroll shall notify New Hampshire of such fact if the holder is incorporated in New Hampshire or if an address in New Hampshire may be established from the books or records of the holder.

v. In the event that the state of priority claim provides for an exemption, deduction, exclusion or otherwise does not choose to assert jurisdiction over the property, New Hampshire shall be the state for reporting this property where it is the state of incorporation, and further shall be a state of proportion for reporting such property as described above in subparagraph (c) where it is not the state of incorporation,

vj. For purposes of funds owing under life insurance policies, if a person other than the insured or annuitant is entitled to the funds and an address of the person is not known to the holder or it is not definite and certain from the records of the holder who is entitled to the funds, it shall be presumed that the last known address of the person entitled to the funds is the same as the last known address of the insured or annuitant according to the records of the holder.

7. If for certain periods the amount of reportable property cannot be ascertained from the books and records of the holder, projection and estimation techniques may be used to determine

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the reportable amounts for such periods. If names and addresses exist with respect to the abandoned property used in the projection and estimation, the names and addresses shall not be used to determine which state has the priority claim to the abandoned property estimate to be due.

8. All sampling and projection and estimation techniques used by Kroll shall be a method approved by "THE TREASURER" or his/her designee prior to their use.

B. Demand for Delivery of Unclaimed Property.

1. Kroll shall demand or direct holders or transfer agents to deliver all cash, net safe deposit assets (after application of RSA 385), securities and related assets, and related owner information to New Hampshire.

2. Kroll shall demand or direct holders or transferors or transfer agents to deliver all other unclaimed property to New Hampshire.
3. Kroll shall make a report of property payable to New Hampshire within thirty (30) calendar days once the property is identified and the holder agrees that it is subject to report and deliver under the New Hampshire's abandoned property law.
4. Certificates for security must be registered, if at all possible, in the name of the State of New Hampshire or its Nominee. Certificates that cannot be transferred must still be remitted to New Hampshire in the nominee or original owner's name.
5. The ORIGINAL DATE that certificates are registered in the name of New Hampshire or credited in book entry form must be retained, and must become a part of all reports relating to such certificates.

C. Reporting,

1. Upon completion or termination of, or withdrawal from an examination commenced or joined by New Hampshire, Kroll shall deliver a Report to New Hampshire whether or not property is determined to be reportable to New Hampshire and to the extent practicable with its data processing capabilities. New Hampshire shall accept Kroll's Report in electronic form.

2. Reports shall include the following information:

- Name and address of holder
- Name and address of owner
- Social security number or federal tax ID number of owner (where applicable or reasonably available)

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- Owner account number
 - Class of security
 - CUSIP number
 - Description of security;
 - Maturity date and interest, (where applicable)
 - Date of last account activity;
 - Interest/Dividends due;
 - Market value at time of transfer of registration to New Hampshire;
 - Total cash received; and
 - Total property to be received by New Hampshire
3. New Hampshire shall be notified if a holder's records are out-of-proof. Out-of-proof reports may be substituted with New Hampshire's consent, but only if pro-rated by Kroll prior to submission to New Hampshire, and only if allocated for each individual owner in order to reflect the actual dollar/share amount submitted, and only if marked as an "out of proof report".
 4. Delivery of property to New Hampshire shall be accomplished at the sole expense of Kroll.
 5. Kroll shall adhere to all reporting requirements of New Hampshire's abandoned property law and administrative rules.

D. Enforcement.

1. If a holder refuses to subject itself to an examination by Kroll, or is uncooperative in an ongoing examination by Kroll, or refuses to remit funds or securities after demand, then Kroll will notify New Hampshire within seven (7) days of such occurrence.
2. Kroll cannot initiate legal action against or enter into an agreement with a holder on behalf of New Hampshire.
3. Kroll may inform a holder of New Hampshire's law regarding penalties and interest.
4. Kroll may not impose, or threaten to impose, penalties and/or interest.
5. If a holder of unclaimed property agrees to work with Kroll in order to comply with New Hampshire's unclaimed property law (a voluntary disclosure), then Kroll shall report said property under this agreement under the following conditions: (1) only if Kroll obtains the consent of the holder; and (2) only if Kroll thereafter provides evidence of its agreement with the holder to New Hampshire at the time of disclosure.

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6. New Hampshire shall compensate Kroll for unclaimed property processed under the terms of this contract even though New Hampshire may receive the Examination Report and/or Kroll's invoice after the expiration of this or any successor contracts.

E, Examination Procedures.

1. All findings in connection with the examination of holders and the demands for payment of the unclaimed property shall be made pursuant to the laws of New Hampshire, as defined in RSA 471-C
2. The examination of the books and records of unclaimed property and the demand for delivery of reportable property shall be made pursuant to the laws of New Hampshire and shall adhere to New Hampshire's abandoned property examination standards.

F. Time of Performance

1. If an examination, as described in Exhibit A is commenced during the term of this contract, and extends beyond the term of this contract. Kroll shall be compensated according to the terms and conditions of this Agreement.

G. Additional Services

1. **Additional Services:** When requested by New Hampshire, Kroll will conduct Contractor-Assisted Self-Audits and meet the mandatory requirements listed below.
 - A. **Assistance:** Kroll may assist New Hampshire in the identification, outreach, education and notification of potential holders of unclaimed property regarding the subject of unclaimed property and of the holders' obligation to file unclaimed property reports and remit those funds to New Hampshire.
 - B. **Identification and Contact:** When requested by New Hampshire, Kroll will research and identify potential holders of unreported unclaimed property. Contractor-Assisted Self-Audits, shall focus on holders that:
 - i. appear to have never reported unclaimed property to the New Hampshire within the past 10 years;

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- ii. appear to have reported unclaimed property to the New Hampshire no more than twice within the past 10 years;
- iii. have reported property to the New Hampshire within the past 10 years but in amounts that are deemed by New Hampshire to be *de minimus*;
- iv. meet other specified criteria established by New Hampshire.

C. Audit Plan: The Contractor-Assisted Self-Audit plan will identify the Kroll staff and the assistance that will be provided to the holder, an expected timeline to begin with an opening conference and conclude with a closing conference, the general methods to be employed and the time period to be covered by the Contractor-Assisted Self-Audit.

D. Authorization: Kroll must obtain prior authorization from the New Hampshire to oversee a Contractor-Assisted Self-Audit to be conducted by a holder. New Hampshire has the final and sole authority to determine who, if anyone, will take part in a Contractor-Assisted Self-Audit. All unclaimed property funds or securities submitted by Kroll or the Holder pursuant to Contractor-Assisted Self-Audit conducted without prior written approval from New Hampshire shall be received by New Hampshire without compensation to Kroll.

E. Contractor-Assisted Self-Audit: Within 30 days of New Hampshire initiating a Contractor-Assisted Self-Audit, Kroll must contact the holder and begin to execute the Contractor-Assisted Self-Audit plan. Kroll shall assist the holder to determine, report, and collect all types of unclaimed property in the possession of the Holder, within the scope of the audit due and owing New Hampshire. Kroll shall explain its responsibilities to the holder which will include the following phases:

- i. Kroll will gather and document basic corporate information;
- ii. Kroll will review the financial statements in order to advise the holder of the types of property to be included in the Contractor-Assisted Self-Audit;
- iii. Kroll will review the self-audit analysis prepared by the holder;
- iv. Kroll will assist the preparation of the unclaimed property report;
- v. Kroll will prepare a final report to the close the Contractor-Assisted Self-Audit; and
- vi. Kroll will review the holder's final report and submit the final report and remittance to New Hampshire.

F. Timeframe: The Contractor-Assisted Self-Audit of holder's records must be completed within one (1) year from the date of New Hampshire's initiation letter unless New Hampshire grants an extension.

G. Work-In Progress: Kroll must submit WIP reports of all pending Contractor-Assisted Self-Audits on a monthly basis, or on a schedule determined by New Hampshire.

H. Collection and Delivery: Kroll must report all property. The holder shall deliver any tangible property such as contents of safe deposit boxes directly to New Hampshire.

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I. Education and Compliance: Prior to closing a Contractor-Assisted Self- Audit, Kroll must educate the holder on its future compliance with Custody and Escheat of Unclaimed and Abandoned Property, (RSA 471-C).

Exhibit C • Fees and Charges

A. Compensation.

1. In instances where New Hampshire initiates the examination and whereas other states may or may not choose to notify the holder that it also wishes to conduct an abandoned property examination using the services of Kroll, then the method of compensation shall be contingent fee.
2. In instances where New Hampshire is the NOT the initiating state and New Hampshire chooses to notify the holder that it also wishes to conduct an abandoned property examination using the services of Kroll, then the method of compensation shall be contingent fee.
3. The contingency fee shall be 10.25% of gross amount reported and remitted to New Hampshire as a result of the examination. The fee will be determined by the amount of unclaimed funds and/or securities (including interest and penalties if assessed) for the current reporting cycle, as well as the past due reporting cycle(s), evidenced in the abandoned property examination report.
4. Kroll shall escrow no fee, nor shall any fee earned from one issue be offset against any uncollected fee from another issue.
5. Fees due to Kroll shall be based on the sales price per share as set forth in "Section C" below.
6. Kroll shall be responsible for the payment of all of its expenses (including those for or of any person or entity engaged by Kroll) incurred in connection with all services it may provide hereunder.
7. In instances where New Hampshire initiates a contractor assisted self-audit as described in Exhibit A , Section G All fees paid to Kroll for any such Contractor-Assisted Self-Audit will be 9 percent (9%) of the net unclaimed property remitted to the New Hampshire. Net unclaimed property is the gross value of all unclaimed property, minus the value of all unclaimed property delivered by the Holder, if any, that otherwise would have been delivered pursuant to the reporting practices of the Holder as they existed

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prior to the execution of the agreement with the Kroll. Payment will be made in arrears, based upon invoices submitted by Kroll, once property is received.

B. Payment.

For performance complying with the terms and conditions of this agreement Kroll shall be entitled to payment according to the following formula:

The fee is 10.25% of the gross amount identified, reported and remitted or delivered to New Hampshire. New Hampshire shall use its best efforts to make payment within 30 days of receipt of the report and remittance to New Hampshire or within 30 days of receipt of Kroll's invoice, whichever is later.

C. Securities Valuation.

1. Kroll shall determine and report the value of securities, at the closing bid price of any security trading on an exchange, on the date the security is received by New Hampshire. If the security is traded in the over-the-counter market, then at the bid price as set forth in the pink sheets on the date the security is received by New Hampshire.
2. All securities shall be valued in accordance with generally accepted valuation procedures subject to verification by New Hampshire. Kroll shall submit along with its invoices verifiable documentation supporting the valuation of the securities covered by the invoices.

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CERTIFIED RESOLUTION

I, Christopher Matteson, Authorized Signatory for Kroll Government Solutions Holding, LLC, the sole Member of Kroll Government Solutions, LLC, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter the "Company"), hereby certify that:

1. The Company is run by its Member;
2. Caroline Marshall is the Executive Vice President of the Company;
3. As such, Caroline Marshall is not prohibited from or limited by the Articles of Organization from binding the Company;
4. On May 16, 2022, Kroll Government Solutions Holding, LLC authorized the Company to enter into an agreement with the State of New Hampshire Office of the Treasurer (the "State") to provide unclaimed property auditing services, the terms of which are more particularly set forth in an Agreement between the Company and the State (the "Agreement"), which Agreement is hereby ratified and confirmed; and
5. Any actions taken by the Executive Vice President and/or the Member in connection with the Agreement prior to the date hereof are hereby ratified, approved and confirmed as actions of the Company and remain in effect through the date hereof.

In Witness Whereof, the undersigned has affixed his signature this 16th day of May, 2022.

Kroll Government Solutions Holding, LLC
Sole Member of Kroll Government Solutions, LLC
By: Kroll Government Solutions Limited Partnership
Sole Member of Kroll Government Solutions Holding, LLC
By: Kroll Government Solutions Holdings GP, LLC
Its: General Partner
By: Kroll, LLC
Its: Sole Member

By 
Christopher Matteson
Asst. Secretary

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 KROLL GOVERNMENT SOLUTIONS, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on May 16, 2008. 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: 596562

Certificate Number: 0005775184



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/29/2021

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext.): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Kroll Government Solutions, LLC 500 Chase Parkway 4th Floor Waterbury CT 06708 USA	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: 570000026546	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		
NAIC #		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570089579070**REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY				<input type="checkbox"/> BUILDING	
	<input type="checkbox"/> CAUSES OF LOSS	<input type="checkbox"/> DEDUCTIBLES			<input type="checkbox"/> PERSONAL PROPERTY	
	<input type="checkbox"/> BASIC	<input type="checkbox"/> BUILDING			<input type="checkbox"/> BUSINESS INCOME	
	<input type="checkbox"/> BROAD	<input type="checkbox"/> CONTENTS			<input type="checkbox"/> EXTRA EXPENSE	
	<input type="checkbox"/> SPECIAL				<input type="checkbox"/> RENTAL VALUE	
	<input type="checkbox"/> EARTHQUAKE				<input type="checkbox"/> BLANKET BUILDING	
	<input type="checkbox"/> WIND				<input type="checkbox"/> BLANKET PERS PROP	
	<input type="checkbox"/> FLOOD				<input type="checkbox"/> BLANKET BLDG & PP	
	<input type="checkbox"/> INLAND MARINE	<input type="checkbox"/> TYPE OF POLICY				
	<input type="checkbox"/> CAUSES OF LOSS	<input type="checkbox"/> POLICY NUMBER				
	<input type="checkbox"/> NAMED PERILS					
A	<input checked="" type="checkbox"/> CRIME	Jo5971135	09/30/2021	09/27/2022	<input checked="" type="checkbox"/> Employee Dishonesty	\$2,000,000
	<input type="checkbox"/> TYPE OF POLICY				<input checked="" type="checkbox"/> Deductible	\$250,000
	Crime - Primary				<input checked="" type="checkbox"/> Aggregate Limit	\$2,000,000
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE NUMBER: 570089579070

CERTIFICATE HOLDER**CANCELLATION**State of New Hampshire
Dept. of Treasury
25 Capital Street, Room 121
Concord NH 03301 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/30/2021

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Kroll Government Solutions, LLC 500 Chase Parkway 4th Floor Waterbury CT 06708 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Federal Insurance Company	20281
	INSURER B: Chubb National Ins Co	10052
	INSURER C: Chubb Indemnity Insurance Co.	12777
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570089604907 REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			35853695	09/30/2021	09/30/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY Comp Ded: \$1,000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Coll. Ded: \$1,000			7353-82-68	09/30/2021	09/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION			79850316	09/30/2021	09/30/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71724959 71776940	09/30/2021 09/30/2021	09/30/2022 09/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570089604907

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

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Dept. of Treasury 25 Capital Street, Room 121 Concord NH 03301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc</i>

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