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William F. Dwyer
STATE TREASURER

Thomas P. McAnespie
DIRECTOR

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

25 CAPITOL STREET, ROOM 205
CONCORD, N.H. 03301-6312
603 271-2619
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July 8, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the State Treasury ("Treasury") to enter into a contract with Audit Services US, LLC, of New York, NY, for a contingent fee of 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 22, 2015 to June 30, 2017. **100% Agency Income (Abandoned Property)**

Funding is available in account titled, Abandoned Property, as follows (pending budget approval for Fiscal Years 2016, and 2017):

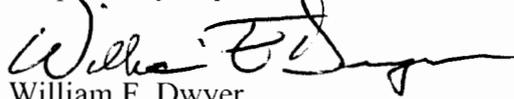
	<u>FY2016</u>	<u>FY2017</u>
01-38-38-380510-8021-020-500254 Audit Fees	\$1,040,000	\$1,100,000

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, 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.

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,


William F. Dwyer
State Treasurer

Subject: Abandoned / Unclaimed Property - Audit Services FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>TREASURY</u>		1.2 State Agency Address <u>25 CAPITOL STREET , RM 121 , CONCORD, NH 03301</u>	
1.3 Contractor Name <u>AUDIT SERVICES US, LLC</u>		1.4 Contractor Address <u>212 WEST 35TH STREET, 16TH FLOOR, NEW YORK, NY 10001</u>	
1.5 Contractor Phone Number <u>(919) 469-8323</u>	1.6 Account Number <u>010-038-8021-020-0254</u>	1.7 Completion Date <u>JUNE 30, 2017</u>	1.8 Price Limitation <u>SEE FEE SCHEDULE</u>
1.9 Contracting Officer for State Agency <u>WILLIAM F. DWYER, STATE TREASURER</u>		1.10 State Agency Telephone Number <u>(603) 271 -2621</u>	
1.11 Contractor Signature <u>Benjamin C. Spann</u>		1.12 Name and Title of Contractor Signatory <u>BENJAMIN C. SPANN , CHIEF EXECUTIVE OFFICER</u>	
1.13 Acknowledgement: State of <u>LOUISIANA</u> , County of <u>EAST BATON ROUGE PARISH</u> On <u>6/8/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Jonell H. Chollette 9018</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Jonell H. Chollette 9018 , NOTARY PUBLIC</u>			
1.14 State Agency Signature <u>William F. Dwyer</u>		1.15 Name and Title of State Agency Signatory <u>William F. Dwyer, State Treasurer</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Adrienne C. Gelli</u> On: <u>7/16/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event 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.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

EXHIBIT A

SERVICES TO BE PERFORMED

1. Examination, Identification and Delivery of Abandoned Property

- 1.1 Audit Services US, LLC (ASUS) shall, upon written authorization from New Hampshire (NH), carry-out an audit/examination of the books and records of persons, firms and entities (hereinafter called "holders") to determine whether the holder is in possession of unclaimed property subject to report and remittance/delivery under New Hampshire RSA 471-C: 1 et seq. ("State's Unclaimed Property Law") and to identify and collect said property from the holder. In conjunction with the identification and collection of unclaimed property, ASUS shall:
- (a) Examine records of holders of unclaimed property and/or their parent company, subsidiaries or agents;
 - (b) Prepare reports of unclaimed property in accordance with the requirement of the State's Unclaimed Property Law;
 - (c) Demand and collect from holders and/or their agents delivery to Xerox State & Local Solutions of the property deemed owing under the State's Unclaimed Property Law; and
 - (d) Forward the unclaimed property to the New Hampshire State Treasury or its designee.
- 1.2 ASUS may undertake to identify and collect from persons, firms and entities (hereinafter called "holders") which are holding or in possession of unclaimed property subject to report and remittance/delivery under New Hampshire RSA 471-C: 1 et seq. In conjunction with the identification and collection of unclaimed property, ASUS shall:
- (a) Process records of unclaimed property obtained from holders and/or their agents;
 - (b) Prepare reports of unclaimed property in accordance with the requirement of the State's Unclaimed Property Law;
 - (c) Collect from holders and/or their agents delivery to Xerox State & Local Solutions of the property deemed owing under the State's Unclaimed Property Law; and
 - (d) Forward the unclaimed property to the State of its designee.
- 1.3 ASUS shall confer with New Hampshire with respect to issues of law or policy concerning the report and delivery of Property.
- 1.4 New Hampshire shall notify ASUS of all changes in its statutes or administrative policies

Contractor Initials ACS

Date 6-8-2015

2. Appointment of Contractor as Temporary Custodian

2.1 ASUS shall engage a participating member of the Depository Trust Company who shall act as custodian for the safekeeping of securities and cash received on behalf of the State from holders of abandoned property and agrees that ASUS shall retain all physical securities and cash received on behalf of the State at said custodian.

3. Temporary Custodial Duties

3.1 ASUS shall:

- (a) Receive delivery of certificates registered in the state's nominee name, Old Man & Co, for safekeeping at ASUS' premises; or in a registered clearing agency or other book-entry system for the central handling of securities.
- (b) Maintain in hard copy form for a period of not less than one (1) year records of all receipts, deliveries and locations of securities, together with a current inventory hereof.
- (c) Determine the value of securities at the closing price of any security traded on an exchange on the date the security is received by ASUS or if traded in the over the counter market at the bid price as set forth in the pink sheets on the date the security is received by ASUS. Other securities shall be valued in accordance with generally accepted valuation procedures.
- (d) Promptly remit to NH, or to any other party the State may designate in writing, cash or securities held for the State within twenty (20) business days from receipt of such cash or securities; provided that (1) the cash or securities have been received by ASUS; (2) ASUS has received a delivery release authorization from NH; and (3) NH has elected to receive deliveries on a daily basis.
- (e) Provide delivery reports to NH containing such required information as set forth in paragraph 6 below.

4. Bank Account

4.1 ASUS shall:

- (a) Pending delivery to NH, retain cash of the State in a duly chartered federally insured bank in a separate account or accounts in the name of ASUS for the Account of the State, subject only to draft or order by ASUS acting pursuant to terms of this Agreement.
- (b) Collect, receive and deposit to the bank account maintained pursuant to Section 4.1 (a) all cash with respect to the securities held hereunder.
- (c) ASUS reserves the right to reverse erroneous entries to the State's account and shall give notice thereof to NH within seven (7) days.

Contractor Initials AS

Date 6-8-2015

5. Review of Records

5.1 ASUS shall review the books and records of the Holder to identify property held by such holder.

5.2 The following procedures will be utilized:

- (i) The holdings of the U.S. Supreme Court in Texas v New Jersey, 85 S.Ct. 626 (1965) and Pennsylvania v. New York, 92 S.Ct. 2075 (1972) and Delaware v. New York, 113 S.Ct. 1550 (1993) regarding which state has the right to escheat property shall be followed.
 - (a) Where the name and last known address of the apparent owner according to the books and records of the Holder is in a particular state, it shall be deemed to be reportable to that state.
 - (b) If the Holder has no records identifying the name and last known address of the apparent owner, the property shall be deemed reportable to the state of incorporation of the Holder, subject to clause (iii).
- (ii) An address shall be deemed to mean a description of location sufficient for the delivery and receipt of mail, or is otherwise adequate to identify the apparent owner and the state wherein the apparent owner resides.
- (iii) Where the Holder's books and records reflect that the Holder did maintain the names and addresses of apparent owners, but such records are no longer retained or are not available, sampling and other examination techniques may be utilized to determine (1) the total amount of reportable property; (2) the proportion of such total amount of reportable for which records may have existed indicating the apparent owners; (3) and the allocation among the states of the total reportable property participating in the audit.
- (iv) ASUS may use proration techniques when overages or underages of separate but related Holder records cannot be reconciled.
- (v) ASUS will obtain the assurance from the Holder that it has complied with the due diligence requirements of the Statutes with respect to finding the owner of property prior to remitting to NH.

Contractor Initials BCG

Date 6-8-2015

6. Report Format

6.1 NH shall, to the extent practicable with its data processing capability, accept ASUS's report in hard copy, diskette, CD-ROM or other electronic means agreed to in advance. In all instances ASUS' report shall be in the NAUPA II Standard format.

Reports shall include the following information:

- Name, address and telephone number of Holder;
- Name, address and telephone number of Holder contact person;
- Name, address and telephone number of Holder agent (if applicable);
- State of Incorporation of Holder and date of incorporation;
- Name and address of property owner(s);
- Social Security number or Federal tax identification (EIN) number of owner;
- Owner account number;
- Check number (where applicable);
- Class of security;
- CUSIP number;
- Security name (i.e. issue);
- Description of all applicable corporate actions affecting security;
- Maturity date and interest, as applicable;
- Date of last account activity;
- Interest/dividends due (if applicable);
- Market value at time of transfer of registration to NH;
- Total cash received; and
- Total property received by the Custodian or the State

7. Delivery and Custody of Property

7.1 Property will be transferred in trust for NH to the Custodian or directly to the State by the Holder.

8. Due Diligence and Subsequent Reporting

8.1 ASUS shall advise the Holder regarding the provisions of the State's law, if any, for notifying owners of their unclaimed property. Upon conclusion of the services provided herein, ASUS shall advise the Holder of its continuing obligation to report unclaimed property directly to NH.

Contractor Initials ACB

Date 6-8-2015

9. Work Completed/Work In Progress Report

9.1 ASUS shall provide NH on a monthly basis with an Agreed to Participate list, which sets forth all new record processing to be commenced pursuant to paragraph 1.2 hereinabove.

9.2 ASUS shall provide to NH on a monthly basis with a Work In Progress report, which sets forth all audits/examinations and record processing, pursuant to paragraphs 1.1 and 1.2 hereinabove not yet completed, including reports in process, property requested, property in reconciliation, and property pending delivery.

9.3 ASUS shall provide NH on a bi-annual basis with a detailed, cumulative Work Completed report, which sets forth all audit/examinations and/or record processing commenced on behalf of NH pursuant to paragraphs 1.1 and 1.2 hereinabove and completed. Said report(s) shall cover the periods July 1 – December 31 and January 1 – June 30, respectively and shall include:

- (i) Each report processed by Holder name and EIN
- (ii) Property delivered by total Cash and total number of Shares and date delivered
- (iii) Invoice number
- (iv) Invoice Amount

9.4 NH may, from time to time, request ASUS provide other reports concerning audits/examinations carried out or being carried out on behalf of the State.

Contractor Initials BCB
Date 6-8-2015

EXHIBIT B
COMPENSATION

1. Fees

ASUS shall earn a contingent fee, as follows:

- 1.1 For property identified pursuant to Exhibit A paragraph 1, 1.1 a sum equal to 10.25% of the value of the “net abandoned property” (a term hereinafter defined) actually paid or delivered to ASUS on behalf of NH by an abandoned property Holder in its initial report to the State.
- 1.2 For property identified pursuant to Exhibit A paragraph 1, 1.2 a sum equal to 6% of the value of the “net abandoned property” (a term hereinafter defined) actually paid or delivered to ASUS on behalf of NH by an abandoned property Holder in its initial report to the State.
- 1.3 No fee shall be paid to ASUS for property from a Holder or their agent, to be delivered pursuant to Exhibit A paragraph 1, 1.2 where said Holder is under notice of audit/examination by the State authorizing another contractor to carry out the audit/examination.
- 1.4 No fee shall be paid to ASUS for any property from ASUS as Holder, or its parent company, subsidiary, affiliate, or any agent, servant or employee thereof.
- 1.5 “Net abandoned property” shall be determined as the gross value of all abandoned property received by ASUS during the term of the audit/examination reduced by the total of the following:
 - (a) The value of all abandoned property delivered by the holder, if any, which otherwise would have been delivered pursuant to the reporting practices of the Holder as they existed prior to the execution of the Agreement;
 - (b) The value of any property reported by a Holder domiciled in NH unless the records of such property are maintained in a location not within the State.
- 1.6 The value of abandoned property, if other than cash, shall be the closing price on any security traded on an exchange on the date the property is delivered to the custodial bank. If the property is a security traded over-the-counter it shall be the bid price as set forth in the pink sheets on the date the property is received by the custodial bank. For any other property the value shall be determined according to generally accepted valuation procedures.

Contractor Initials BCS

Date 6-8-2015

- 1.7 ASUS shall submit to NH a statement of the fees calculated pursuant to this Exhibit B.
- 1.8 In the event a Holder fails, neglects or refuses to remit the subject property after receipt of report of examination by ASUS, and after the State's written, thirty (30) day, demand has been made for payment and NH is thereafter required take any additional measures to recover the property identified, ASUS's fee shall be based on the net recovery of the value of the subject property after reduction to account for the cost of any and all actions by NH to effect said recovery.
- 1.9 If an examination, authorized pursuant to Exhibit A, paragraph 1, 1.1 as described hereinabove, is commenced during the term of this contract, and extends beyond the term of this contract, then ASUS shall be compensated according to the terms and conditions of this Agreement.
- 1.10 ASUS shall invoice NH for any fees earned pursuant to the Agreement. NH shall use its best efforts to pay correct invoices within thirty (30) days of receipt of such invoice.
- 1.11 All fees payable to ASUS shall be contingent on remittance/delivery of the property to NH or its designee, and ASUS shall be responsible for the payment of all its expenses (including to any person or entity engaged by ASUS) incurred in connection with all services it may provide hereunder.

Contractor Initials BCB
Date 6-8-2015

EXHIBIT C

SPECIAL PROVISIONS

1. Non-Exclusivity

1.1 The retention of ASUS shall be non-exclusive, and NH may engage other contractors and/or use its own employees to provide or perform services similar to those to be performed by ASUS under this Agreement. ASUS may also enter into other agreements to perform similar services for other states or government agencies or for Holders or others.

2. Termination

2.1 Either NH or ASUS may terminate the engagement of ASUS hereunder upon giving the other party thirty (30) days written notice. Upon such a termination, ASUS shall complete any work on its Work-In-Progress Report which has been approved by NH, and NH shall pay to ASUS the fees provided herein for any property remitted by ASUS.

3. Confidentiality

3.1 All information received by ASUS pursuant to this Agreement shall be maintained in confidence, subject to the requirements of law. ASUS has executed confidentiality agreements with all CPA accounting firms it will utilize in performing the services contemplated herein.

4. Release and Indemnification

4.1 When requested by the Holder, ASUS will prepare a Release and Indemnification Agreement in the form attached as Attachment I or other form provided from time to time by NH, pursuant to which the State shall release the Holder from the reporting and delivery requirements of the property transferred, including the waiver of any interest and/or penalties which could have been imposed thereon, if agreed to by NH, and indemnify the Holder against any claims by owners of the property transferred in accordance with the Statutes.

5. Inspections

5.1 ASUS shall permit an authorized representative of the State, at all reasonable times, upon reasonable notice, to inspect and make copies of all information prepared by ASUS in connection with the provision of its services hereunder.

Contractor Initials BCJ
Date 6-8-2015

6. Compliance with Law

6.1 ASUS shall comply with all federal, state and local laws in providing its services hereunder.

7. Notices

7.1 Any written notice shall be (a) delivered personally, (b) sent by a nationally-recognized overnight carrier, or (c) sent by registered mail, postage paid, return receipt requested, as follows:

If to the State:

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

If to the Contractor:

Audit Services, U.S., LLC
Benjamin C. Spann, CEO
212 West 35th Street, 16th Floor
New York, NY 10001

Or to such other persons or addresses that may be designated in writing to receive such notices. A notice shall be deemed to have been received by the recipient upon the earlier of three (3) days after mailing, one (1) day after overnight sending, or the date of delivery, as applicable.

8. Insurance

8.1 The parties further agree that the provisions of contract Form Number P-37 above shall be amended by replacing paragraph 14.1.1 “comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and” with 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident; and

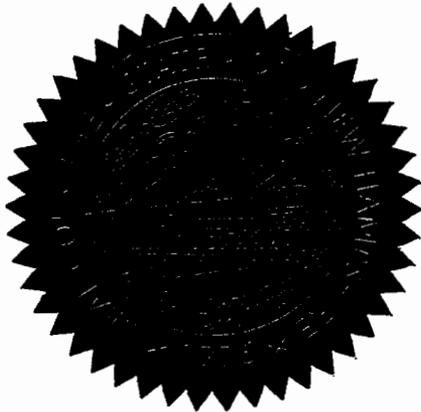
Contractor Initials BS

Date 6-8-2015

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AUDIT SERVICES, U.S., LLC, a(n) Florida limited liability company registered to do business in New Hampshire on May 5, 2003. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of June, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

AUDIT-1

OP ID: AJ

DATE (MM/DD/YYYY)
07/13/2015

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

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

PRODUCER Jacobson, Goldfarb & Scott Inc 960 Holmdel Rd, Building I Holmdel, NJ 07733 Michael Chrystal	CONTACT NAME: Michael Chrystal	FAX (A/C, No): 732-834-0233	
	PHONE (A/C, No, Ext): 732-834-9800	E-MAIL ADDRESS: mchrystal@jgsinsurance.com	
INSURED Audit Services U.S., LLC Attn: Martin J. Lee 212 West 35th St, Ste.1600 New York, NY 10001	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Transportation Ins Co		20494
	INSURER B: Continental Casualty		20443
	INSURER C: Hartford Underwriters Ins Co		30104
	INSURER D: Philadelphia Insurance Co.		18058
	INSURER E: First Indemnity of America		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		B2099548438	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			B2099548438	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			B2099548472	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	13WECIQ4618	03/01/2015	03/01/2016	<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
D	Professional Liab			PHSD1046894- DED: \$10,000	07/12/2015	07/12/2016	D) Limit 1,000,000
E	Surety Bond			70736227 -UNCLAIMED FUNDS	06/22/2015	06/22/2016	E) Limit 100,000

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

The State of New Hampshire is included as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Treasury Department 25 Capitol Street, Rm 121 Concord, NH 03301	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>V. J. Hogan</i>

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AUDIT SERVICES U.S., LLC

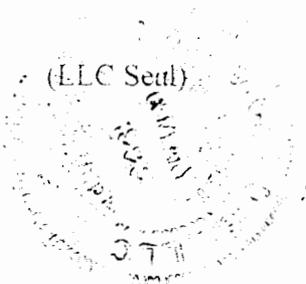
212 W. 35th St., 16th Floor
New York, NY 10001
tel: 212.594.5487
fax: 212.594.5711
mlee@auditservicesus.com

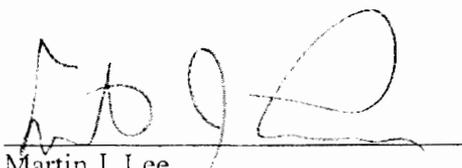
CERTIFIED RESOLUTION

I, **Martin J. Lee**, Secretary of **Audit Services, U.S., LLC**, (herein referred to as ASUS), a limited liability company organized and existing under the laws of the State of Florida, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on June 8, 2015, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED: That, **Benjamin C. Spann**, Chief Executive Officer of ASUS, is empowered and authorized to execute and deliver contracts, sign and submit RFP's on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has affixed his signature (and the corporate seal of the corporation, if applicable) this 8th day of June, 2015.





Martin J. Lee
Secretary