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William F. Dwyer  
STATE TREASURER

Thomas P. McAnespie  
DIRECTOR

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

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CONCORD, N.H. 03301-6312  
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July 12, 2016

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

REQUESTED ACTION

Authorize the Treasury ("Treasury") to enter into a contract with Verus Financial, LLC, of Waterbury, CT, 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 August 3, 2016 to June 30, 2019. **100% Agency Income (Abandoned Property)**

Funding is available in account titled, Abandoned Property, as follows (pending budget approval for Fiscal Years , 2018 and 2019):

	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>
01-38-38-380510-8021-020-500254 Audit Fees	\$1,100,000	\$1,210,000	\$1,331,000

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,

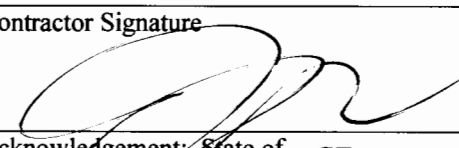
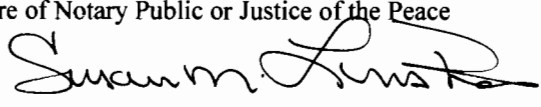
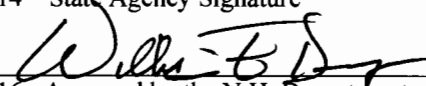
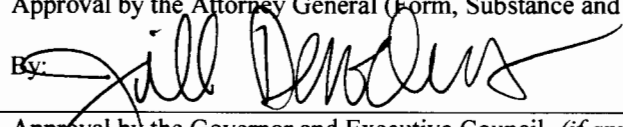
William F. Dwyer  
State Treasurer

**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 VERUS FINANCIAL LLC		1.4 Contractor Address 500 CHASE PARKWAY, WATERBURY, CT 06708	
1.5 Contractor Phone Number 888 308 3787	1.6 Account Number 010-038-8021-020-0254	1.7 Completion Date JUNE 30 2019	1.8 Price Limitation SEE FEE SCHEDULE
1.9 Contracting Officer for State Agency WILLIAM F. DWYER, STATE TREASURER		1.10 State Agency Telephone Number 603 271 2621	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JAMES E. HARTLEY JR, CHIEF EXECUTIVE OFFICER	
1.13 Acknowledgement: State of <u>CT</u> , County of <u>New Haven</u> On June <u>14</u> , 2016 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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Susan M. Linstrum Notary Public - My Commission Expires 6/30/2017			
1.14 State Agency Signature  Date: <u>7-14-16</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) (if applicable) By:  On: <u>7/15/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, 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 1.18, 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 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

#### 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.

# **Audit Services Contract Exhibits**

## **Exhibit A - Services to be Performed**

### **A. Identification of Unclaimed Property.**

1. **Verus Financial, LLC ("Verus")** 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 Verus shall examine and identify unclaimed property 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. Verus shall, when examining for New Hampshire, adhere to New Hampshire's abandoned property law, as defined in RSA 471-C and Code of Administrative Rules Tre 300. New Hampshire shall notify Verus of all changes in its statutes or administrative rules initiated by or made known to the Treasurer. Verus shall be responsible for performance in accordance with current laws and regulations whether state or federal.
4. It is understood by the parties that Verus 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 Verus on behalf of New Hampshire alone or in conjunction with audits conducted by Verus on behalf of other states with which Verus has entered into contracts. In the event that audits are conducted on behalf of multiple states, Verus may disclose information it acquires through the audit process with such states pursuant to a plan whereby New Hampshire benefits from such reciprocal discoveries. The State and Verus 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 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, Verus 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. Verus 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, Verus 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.
  - vi. 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 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 estimated to be due.
8. All sampling and projection and estimation techniques used by Verus shall be a method approved by "THE TREASURER" or his/her designee prior to their use.

**B. Demand for Delivery of Unclaimed Property.**

- 1. Verus 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. Verus shall demand or direct holders or transferors or transfer agents to deliver all other unclaimed property to New Hampshire.



3. Verus 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, Verus 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 Verus' Report in hard copy, CD ROM or diskette 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)
  - 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 the State;
  - 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 Verus 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 Verus.
5. Verus 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 Verus, or is uncooperative in an ongoing examination by Verus, or refuses to remit funds or securities after demand, then Verus will notify New Hampshire within seven (7) days of such occurrence.
2. Verus cannot initiate legal action against or enter into an agreement with a holder on behalf of New Hampshire.
3. Verus may inform a holder of New Hampshire's law regarding penalties and interest.
4. Verus may not impose, or threaten to impose, penalties and/or interest.
5. If a holder of unclaimed property agrees to work with Verus in order to comply with New Hampshire's unclaimed property law (a voluntary disclosure), then Verus shall report said property under this agreement under the following conditions: (1) only if Verus obtains the consent of the holder; and (2) only if Verus thereafter provides evidence of its agreement with the holder to New Hampshire at the time of the disclosure.
6. New Hampshire shall compensate Verus for unclaimed property processed under the terms of this contract even though New Hampshire may receive the Examination Report and/or Verus' 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, then Verus shall be compensated according to the terms and conditions of this Agreement.

**Exhibit B - 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 Verus, 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 Verus, 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. Verus 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 Verus shall be based on the sales price per share as set forth in "Section C" below.
6. Verus shall be responsible for the payment of all of its expenses (including those for or of any person or entity engaged by Verus) incurred in connection with all services it may provide hereunder.

#### **B. Payment.**

For performance complying with the terms and conditions of this agreement Verus 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 Verus' invoice, whichever is later.

#### **C. Securities Valuation.**

1. Verus 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. Verus shall submit along with its invoices verifiable documentation supporting the valuation of the securities covered by the invoices.

### **Exhibit C - Special Provisions**

#### **A. Cooperation:**

New Hampshire agrees to send such notices that may be required to each audit candidate naming Verus 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 Verus during conduct of the audit including, if necessary, assisting Verus or in making demand for delivery of the unclaimed property.

**B. Disclosure of Findings (Confidentiality).**

1. Verus 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 Verus, and concerning the same examination period, except as prohibited by law.
2. Except as expressly permitted by this agreement, Verus 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 Verus 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.

1. With respect to suspension or termination *with* good cause, where it appears to New Hampshire that Verus 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 Verus is in material violation of a specific provision of this contract, the examination or the contract may be terminated upon written notice to Verus and Verus shall have 90 days to cure such failure(s) or violation(s). If Verus should fail to substantially cure the failure(s) or violation(s) then Verus shall be entitled to no more compensation under the Contract, or for that examination, as the case may be. If Verus should fail to substantially cure the failure(s) or violation(s) then Verus 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, Verus shall cease all work on behalf of New Hampshire. Verus 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 Verus 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. Verus is the custodian of records for the work performed under this Agreement.
2. Verus 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. Verus 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, Verus 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 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. Correspondence**

1. Correspondence to the state should be addressed to:

Treasurer, State New Hampshire  
Abandoned Property Division  
25 Capitol Street  
Room 205

Concord, NH 03301-6312

2. Correspondence to Verus should be addressed to:

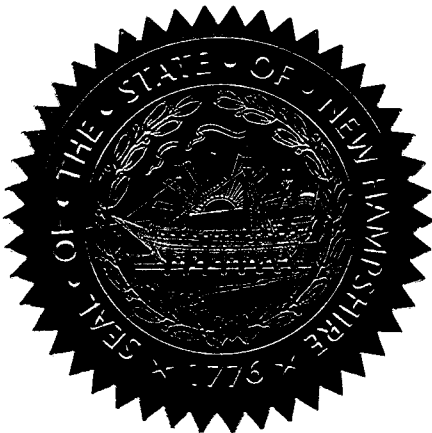
James E. Hartley, Jr.  
Verus Financial, LLC  
500 Chase Parkway  
Waterbury, CT 06708

# 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 Verus Financial LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on May 16, 2008. 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 9<sup>th</sup> day of June, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".


William M. Gardner  
Secretary of State

## **CERTIFIED RESOLUTION**

I, Jeffrey M. Drubner, the sole Member of Verus Financial Holding Company LLC, the sole Member of Verus Financial 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. James E. Hartley, Jr. is Chief Executive Officer of the Company;
3. As such, James E. Hartley, Jr. is not prohibited from or limited by the Articles of Organization from binding the Company;
4. On June 14, 2016, Verus Financial Holding Company 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 Chief Executive Officer 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 14<sup>th</sup> day of June, 2016.

  
\_\_\_\_\_  
Jeffrey M. Drubner, Sole Member of  
Verus Financial Holding Company LLC,  
Sole Member of Verus Financial LLC



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/17/2016

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).

<b>PRODUCER</b> Hollis D. Segur, Inc. 156 Knotter Drive P.O. Box 400 Cheshire, CT 06410-3937	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 203 699-4500 FAX (A/C, No): 203 271-7081 E-MAIL ADDRESS:														
<b>INSURED</b> Verus Financial, LLC 500 Chase Parkway Waterbury, CT 06708	<table border="1"> <thead> <tr> <th data-bbox="817 430 1428 462">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1428 430 1551 462">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="817 462 1428 493">INSURER A: Continental Casualty</td> <td data-bbox="1428 462 1551 493">CNA</td> </tr> <tr> <td data-bbox="817 493 1428 525">INSURER B: Hartford Fire Insurance Co.</td> <td data-bbox="1428 493 1551 525">19682</td> </tr> <tr> <td data-bbox="817 525 1428 556">INSURER C: Continental Insurance Co.</td> <td data-bbox="1428 525 1551 556">35289</td> </tr> <tr> <td data-bbox="817 556 1428 588">INSURER D:</td> <td data-bbox="1428 556 1551 588"></td> </tr> <tr> <td data-bbox="817 588 1428 619">INSURER E:</td> <td data-bbox="1428 588 1551 619"></td> </tr> <tr> <td data-bbox="817 619 1428 646">INSURER F:</td> <td data-bbox="1428 619 1551 646"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty	CNA	INSURER B: Hartford Fire Insurance Co.	19682	INSURER C: Continental Insurance Co.	35289	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
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	ADDITIONAL INSURER	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 type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		B3010123596	05/13/2016	05/13/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPROP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		B6016642595	05/13/2016	05/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		B3010124103	05/13/2016	05/13/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC310123615	05/13/2016	05/13/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
B	Crime		02FA028208215	09/17/2015	09/17/2016	\$1,000,000/\$10,000 DED

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 St. -Room 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

*Jim Herlihy*

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