



New Hampshire Department of  
**BUSINESS AND  
 ECONOMIC AFFAIRS**

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May 8, 2020

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

**REQUESTED ACTION**

Authorize the Department of Business and Economic Affairs, Division of Economic Development, Office of International Commerce to enter into a **SOLE SOURCE** contract with Jane's Group UK Limited (Vendor# 316805) of Sentinel House, 163 Brighton Road, Coulsdon, Surrey CR5 2YH, GBR in the amount of \$100,000 to provide specialized market intelligence aimed at producing market insights for new technology-based products and markets in compliance with a grant awarded by the US Department of Defense through the Office of Economic Adjustment upon Governor and Executive Council approval through June 30, 2021.  
**100% Federal Funds**

Funding is available as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY2020</u>
03-22-22-220510-14550000	
OEA Grant	
102-500731 Contracts for Program Services	\$100,000

**EXPLANATION**

The purpose of this contract, through coordination with the Office of International Commerce, is to identify and evaluate aerospace- and defense-related market and technology opportunities and trends that would impact for the New Hampshire Aerospace and Defense Export Consortium (NHADEC), its membership, and the State of New Hampshire, as a whole. The vendor will be required to utilize a research methodology that will include a combination of leveraging information and analysis contained in multiple datasets, secondary and primary source research and analysis, all with a global perspective.

This data-driven project will yield multiple, in-depth market research reports, a market segment study, and an aerospace and defense seminary that will be impactful for a wide range of defense-related businesses. These reports will be in the form of at least 10 written products (e.g., Poland defense industry overview, impact of Brexit on US defense industry) and 1 in-person presentations (e.g., NH's role in global defense markets over 5-years; NHADEC's unmanned systems committee market impact) based on specific questions and needs that are agreed upon by OIC and NHADEC. The research will provide valuable global insights for both broad audiences, and in some cases, industry-specific audiences. As NHADEC membership represents a variety of aerospace and defense-related business across the supply-chain, with

📍 100 North Main Street, Suite 100  
 Concord, New Hampshire 03301

☎ 603.271.2341

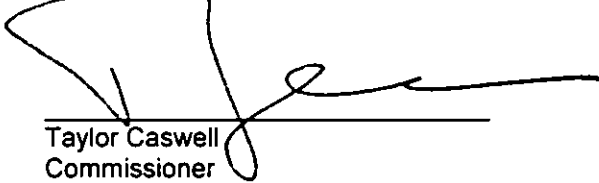
🖱 visitnh.gov nheconomy.com choosenh.com

varying technologies and market interests, the contractor will be required to have access to a global network of databases, resources, and experts. As the contract will be required to have a global reach and subject matter expertise, a global staff of industry and economic analysts, and the ability to produce informed reports in multiple methods, this contract will be required to be sole source.

In the event that Federal Funds are no longer available, General Funds will not be requested to continue the support of this program.

The Attorney General's Office has approved this contract agreement as to form, substance, and execution.

Respectfully submitted,



Taylor Caswell  
Commissioner


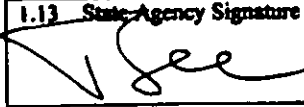
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Business and Economic Affairs		1.2 State Agency Address 100 North Main Street, Suite 100, Concord NH03301	
1.3 Contractor Name Jane's Group UK Limited		1.4 Contractor Address Sentinel House, 163 Brighton Road, Coulsdon, Surrey, UK CR5 2YH	
1.5 Contractor Phone Number 703-909-3896	1.6 Account Number 1455000-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$100,000.00
1.9 Contracting Officer for State Agency Tina Kasim, OIC Program Director		1.10 State Agency Telephone Number 603-271-8444	
1.11 Contractor Signature  Date: 7/4/20		1.12 Name and Title of Contractor Signatory James Hayward, Director, Jane's Group UK Limited	
1.13 State Agency Signature  Date: 10/5/20		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
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: <u>Erik Bal</u> On: 6/8/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials JH  
Date 7 Apr 2020

**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.

**Department of Business and Economic Affairs  
Division of Economic Development  
Office of International Commerce**

**Aerospace and Defense Industry Market Research Services**

**Exhibit A**

The State of New Hampshire ("State") will sign a contract with Jane's Group UK, Limited ("Janes") to provide a minimum of 10 market research reports related to aerospace and defense export opportunities, 1 detailed market segment report, and 1 in-person seminar on trade topics important to New Hampshire Industry. Jane's will provide these resources to the New Hampshire aerospace and defense manufacturing community through the New Hampshire Aerospace and Defense Export Consortium ("NHADEC"), a group that seeks to develop and expand domestic and international market opportunities for manufacturers in the aerospace and defense sectors. Jane's resources will allow members of NHADEC and other State partners and manufacturers with information to create business strategies to start or expand current exports to targeted markets around the world to support revenue and employment in New Hampshire.

Scope of Work

Between the date of approval and June 30, 2021, Jane's will:

- Identify and evaluate aerospace- and defense-related market and technology opportunities and trends that would affect NHADEC, its membership and industry subcommittees.
- Provide comprehensive insight and analysis of the aerospace and defense market for NHADEC, its membership, and the State of New Hampshire. Research methodology will include a combination of leveraging information and analysis contained in multiple datasets, secondary and primary source research and analysis, all with a global perspective.
- Coordinate with NHADEC and with the State on areas of interest to New Hampshire aerospace and defense manufacturers in order to target the analysis and research.
- Develop and deliver multiple in-depth market research reports, a market segment study, and an aerospace and defense seminary that will be impactful for a wide range of defense-related businesses. The research should provide valuable global insights for both broad audiences, and in some cases, industry-specific audiences.
- Identify and explore appropriate markets for further pursuit by NHADEC and its membership. Additionally, the research will identify and explore key aerospace- and defense-related technology trends, especially those considered disruptive. In-depth quantitative and qualitative detail will be necessary to support all insights and recommendations.
- Leverage a global network of databases, resources, and experts, including having the resources and expertise available to understand the nuances of NHADEC's member companies and their innovative solutions to inform the development of market research reports.
- Communicate with companies involved and with the State on a regular and scheduled basis to keep the State apprised of progress towards as well as potential roadblocks affecting the deliverables identified below.

The contractor deliverables are:

- Initial briefing meeting with OIC Project Manager outlining action plan for the project, following approval of the contract materials.
- At least monthly reports/updates provided to OIC Project Manager to note project status, by no later than the last calendar day of each month.
- 10 custom market reports designed to provide NHADEC members with data, visualization, analysis, and insight to support future business development decisions. These reports shall focus on particular markets and/or opportunities, such as “Poland defense industry overview” or “Impact of Brexit on the U.S. defense industry.”
- 1 in-person seminar focusing on a “Big Picture” item within the realm of international defense trade (such as “NH’s role in global defense markets”) or, as an option given potential continued concerns about in-person events, an additional in-depth market segment study similar to that described below
- 1 in-depth market segment study, such as one focused on the opportunities brought about by military satellites and space activities globally

Based on consultation with Jane’s, the Office of International Commerce expects deliverables based on the following schedule (assuming an approval date of June 24, 2020):

Timeline	Deliverable	Description
Week of July 1, 2020	Initial briefing with OIC on project plan and review of proposed deliverables	Digital conference
31 July 2020	Market Report 1/10 (Hand-held communications)	MS Word/PPT document
	Market Segment Study 1/1 (Satellite and Space Activities)	MS Word/PPT document
	Progress report on goals for future deliverables	E-mail/digital conference
30 August 2020	Market Report 2/10 (Poland overview)	MS Word/PPT document
31 August 2020	Market Report 3/10 (Unmanned Aerial Vehicles)	MS Word/PPT document
	Progress report on goals for future deliverables	E-mail/digital conference
30 September 2020	Market Report 4/10 (TBD)	MS Word/PPT document
	Market Report 5/10 (TBD)	MS Word/PPT document
	Progress report on goals for future deliverables	E-mail/digital conference
31 October 2020	Market Report 6/10 (TBD)	MS Word/PPT document
	Market Report 7/10 (TBD)	MS Word/PPT document
	Progress report on goals for future deliverables	E-mail/digital conference
By 30 November 2020	A&D Seminar (or second Market Segment Study depending on interest and ability to meet)	In-person series of lectures
30 November 2020	Progress report on goals for future deliverables	E-mail/digital conference
31 December 2020	Market Report 8/10 (TBD)	MS Word/PPT document
	Market Report 9/10 (TBD)	MS Word/PPT document
	Progress report on goals for future deliverables	E-mail/digital conference
31 January 2021	Market Report 10/10 (TBD)	MS Word/PPT document
By 1 April 2021	Final invoice due	E-mail/mail
	Final briefing with OIC on project outcomes	Digital conference



## Exhibit B.

### Contract Price

Total contract shall not exceed: \$100,000.00

### Term

The terms of the contract shall commence upon Governor and Executive Council approval and be completed no later than June 30, 2021.

### Method of Payment

- Jane's will submit progress reports and invoices to the State on a monthly basis, based on actual expenses. Invoices will show current and cumulative expenses to date. The State will pay Jane's within 30 days after receipt of the monthly progress reports and invoices by the Office of International Commerce, Program Director.
- Jane's will submit a final invoice and any associated final reports needed by the State, including those owed to the Department of Defense as the originator of funding for this contract, within 60 days of the final report delivered.
- All Jane's invoices must be sent to:  
Tina Kasim, OIC Program Manager  
NH Department of Business and Economic Affairs  
1 Eagle Square, Suite 100  
Concord, NH 03301

## Exhibit C

There are no special or additional provisions to this contract.

# State of New Hampshire

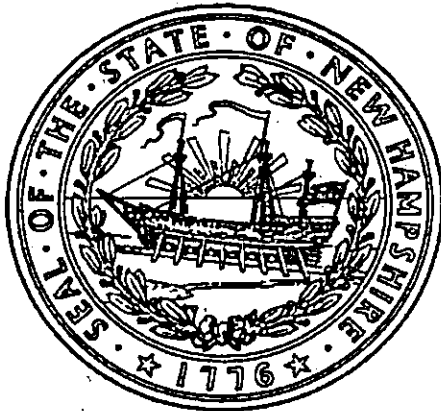
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JANE'S GROUP UK LIMITED is a United Kingdom Limited Liability Company registered to do business in New Hampshire as JANE'S GROUP UK LIMITED LLC on April 03, 2020. 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: 839667

Certificate Number : 0004885008



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2020.

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

William M. Gardner  
Secretary of State

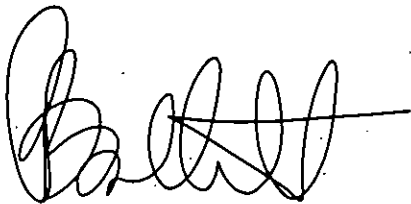
**Corporation Certification of Authority**

**I, Blake Bartlett hereby certify that I am the Chief Executive Officer of Jane's Group UK Limited, a corporation registered in the State of New Hampshire.**

**I certify that James Hayward is a Director of the Jane's Group UK Limited and that he is authorized to bind the corporation.**

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation.

**DATED:** 2/6/20

**ATTEST:**   
\_\_\_\_\_



## DESCRIPTIONS (Continued from Page 1)

Automobile Liability policies.

Waiver of Subrogation applies per written contract with respects the Workers Compensation policy where permissible by state law.