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ROBERT L. QUINN
COMMISSIONER OF
SAFETY

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

June 8, 2021

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

Requested Action

Authorize the Department of Safety, Division of Motor Vehicles to enter into a Contract with Laconia American Road, LLC., DBA Laconia Harley Davidson, to provide Motorcycle Rider Education training as a private entity. Effective upon approval through December 31, 2022. There are no funds involved with this contract.

Explanation

The Motorcycle Rider Training Program trains approximately 3,000 students of all skill levels each year. There are several private entities that provide Motorcycle Rider Education at training ranges located throughout the State. This agreement provides Laconia Harley Davidson with the authority to offer motorcycle rider training courses and issue authorized completion cards to those students that successfully complete these courses at their facility.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

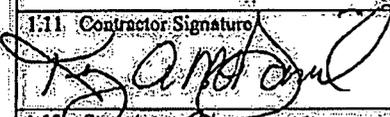
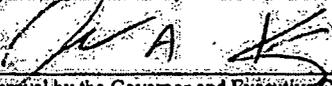
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Laconia American Road, LLC		1.4 Contractor Address 239 Daniel Webster Highway, Meredith, NH 03253	
1.5 Contractor Phone Number (603) 279-4526	1.6 Account Number N/A	1.7 Completion Date 12-31-2022	1.8 Price Limitation N/A
1.9 Contracting Officer for State Agency Arthur Garlow		1.10 State Agency Telephone Number 603-227-4144	
1.11 Contractor Signature  Date: 2/5/2021		1.12 Name and Title of Contractor Signatory Kelly McDaniel Director of Operations	
1.13 State Agency Signature  Date: 6/7/21		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/14/21			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 2/5/2021

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 Initials 
Date 2/5/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A
SPECIAL PROVISIONS**

There are no special provisions.

**EXHIBIT B
SCOPE OF SERVICES**

This Contract is entered into between the State of New Hampshire, Department of Safety, Division of Motor Vehicles (DMV) and Laconia American Road, LLC, DBA, hereinafter referred to as Laconia Harley Davidson, a new and used factory authorized motorcycle dealer, located at 239 Daniel Webster Highway, Meredith, NH as follows:

1. Laconia Harley Davidson, a Harley Davidson motorcycle dealer, will offer motorcycle rider training courses as a service to its customers and potential customers. The courses will be in accordance with the DMV and Motorcycle Safety Foundation (MSF) standards.
2. Laconia Harley Davidson may issue Basic RiderCourse completion cards provided by the DMV to its students through the expiration or termination date of this MOA.
3. Laconia Harley Davidson's primary purpose of providing training courses is to offer an extra service to its customers and potential customers.
4. Neither Laconia Harley Davidson nor its course(s) are affiliated in any manner with the DMV program or courses.
5. Laconia Harley Davidson training materials, signage, training uniforms, brochures, pamphlets, logos or other promotional materials or designs will not relate to the DMV program, nor will they in any manner resemble the DMV materials, designs and/or logos, nor will they indicate any affiliation with the DMV program and/or courses.
6. Laconia Harley Davidson's courses shall be in accordance with RSA 263:34-b, VI, Motorcycle Rider Educational Program; RSA 263:34-c; Administrative Rules Saf-C 5300; MSF standards and DMV standards. The course, instructors, training range, motorcycles and all other related items are subject to training requirements, inspection and approval by the DMV.
7. Laconia Harley Davidson shall utilize the current State approved MSF motorcycle rider training course, as the core of the curriculum for their training courses.
8. The Laconia Harley Davidson courses shall meet or exceed the DMV standards.
9. Students that successfully pass the Laconia Harley Davidson course, equivalent to the Basic Rider Course, (BRC) will be issued completion cards, as designated by the DMV. Every student issued a completion card must be listed on a course roster.
10. Laconia Harley Davidson shall be responsible for providing its MSF certified and DMV approved training site(s), including range and classroom, at its own expense.
11. Laconia Harley Davidson shall not contract with or interfere with any of the DMV training sites including ranges and/or classrooms.
12. Laconia Harley Davidson shall be responsible for providing its training motorcycles that are in accordance with DMV and MSF standards, at its own expense.

13. Laconia Harley Davidson shall be responsible for providing its own liability insurance on its training range(s), classroom(s), motorcycles and/or students, that is in accordance with the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire, against all claims of bodily injury, death or property damage, at its own expense. Laconia Harley Davidson shall provide the DMV with proof of insurance.
14. Laconia Harley Davidson shall be responsible for providing all its training supplies, booklets, audio/video, etc., that are in accordance with MSF and DMV standards, at its own expense.
15. Laconia Harley Davidson shall be responsible for recruiting, training, scheduling and reimbursing its rider coach trainer(s), instructor(s), site manager(s), range aide(s) and other related personnel, in accordance with all the requirements of RSA 263:34-d Instructor Requirements and Training; Administrative Rules Saf-C 5300; MSF standards and DMV standards, at its own expense. Laconia Harley Davidson shall provide the DMV with a list of all employees at the beginning of each season and shall update the DMV within fourteen (14) days as employees are hired or leave the program.
16. Laconia Harley Davidson shall be responsible to ensure that all RiderCoaches hold valid MSF certification as a RiderCoach. Laconia Harley Davidson shall within one business day notify the DMV in writing should any RiderCoach lose their MSF certification and remove that RiderCoach(s) from the its schedule immediately.
17. Laconia Harley Davidson shall not recruit or hire any rider coach trainer(s), instructor(s), site manager(s), range aide(s) or other related personnel that are involved with the DMV program, without prior written approval from the DMV.
18. Former DMV employees who have voluntarily left the DMV program shall not be hired by Laconia Harley Davidson for a period of two (2) years from the date that they left the DMV program.
19. Laconia Harley Davidson rider coach trainer(s) and instructors will attend a State sponsored instructor update course(s) and/or scheduling seminar(s).
20. Laconia Harley Davidson shall submit course roster sheets within seven (7) days of course completion, including student names, addresses, driver license numbers, course grades including pass or fail, course date(s), completion card numbers if applicable, instructor(s) names and other pertinent student and class information, as required by the DMV. Laconia Harley Davidson shall provide the DMV with additional required documents as requested.
21. Laconia Harley Davidson shall charge a reasonable student tuition fee, per course, for New Hampshire residents, of not greater than five hundred dollars (\$500) for the BRC, not greater than two hundred fifty dollars (\$250) for the Basic Rider Course 2 / Experienced Rider Course, and not greater than two hundred dollars (\$200) for the Intermediate Rider Course. Individual one-on-one training and out-of-state students are exempt from this provision.
22. DMV may randomly inspect the Laconia Harley Davidson training site, range, classroom(s), courses and/or training motorcycles to ensure compliance with this contract.
23. In the performance of this contract Laconia Harley Davidson is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither Laconia Harley Davidson nor any of its officers, employees, agents, members, customers or students shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

24. Laconia Harley Davidson 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 Laconia Harley Davidson. 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 shall survive the termination of this contract.
25. This contract shall commence upon signing. This agreement may be terminated by either party upon sixty (60) days written notification.
26. In the event that the DMV determines that Laconia Harley Davidson has violated or not conformed to any section of this agreement or statute or administrative rule, it shall have the right to terminate this agreement immediately and without prior written notice.
27. This is the sole contract between the DMV and Laconia Harley Davidson as to the subject matter hereof. This contract shall be governed by the laws of the state of New Hampshire and be enforceable in the courts of Merrimack County, New Hampshire, to the jurisdiction of which both parties submit.
28. The parties hereto do not intend to benefit any third parties and this contract shall not be construed to confer any such benefit.
29. This contract shall expire at the end of the 2022 training season or December 31, 2022, whichever occurs first.
30. The contact information for the DMV regarding training, instructor or site issues, Lawrence Crowe or his designee, tel. 603-227-4025, e-mail Lawrence.crowe@dos.nh.gov and for contract issues: Lisa Lienhart or her designee, tel. 603-227-4050, e-mail lisa.lienhart@dos.nh.gov.
31. The contact information for Laconia Harley Davidson is Will Swart, tel. 603-279-4526 e-mail wswart@laconiaharley.com.
32. Copy of MSF range recognition letter for each training range attached hereto.

**EXHIBIT C
PRICING AND PAYMENT TERMS**

There are no fees, funds or payments associated with this contract.

Contractor Initials 
Date 2/5/2021

WRITTEN ACTION OF THE MANAGER
OF
LACONIA AMERICAN ROAD LLC

The undersigned, being the Manager of **LACONIA AMERICAN ROAD LLC**, a Delaware limited liability company (the "Company"), pursuant to Section 5.1 of the Operating Agreement and applicable Delaware law, does hereby consent to the following action to be taken:

That, effective as of February 5, 2021, Kelly A McDaniel is hereby authorized to sign and execute documents on behalf of the Company pertaining to the operation of a Motorcycle safety school in Meredith, New Hampshire.

It is further noted, for purposes of explanation, that the Company is a limited Liability company under the sole control of its Manager. An affiliate of the Manager is The sole member (i.e., owner) of the Company. The Company does not have a board of Directors, and all decision making is vested in the Manager. The Manager is empowered by the Operating Agreement to consent to the action authorized in this Written Action.

Dated as of February 5, 2021.

AMERICAN ROAD MANAGEMENT INC.,
Its Manager

By: Steve Deli
Steven F Deli, Chief Executive Officer

State of New Hampshire

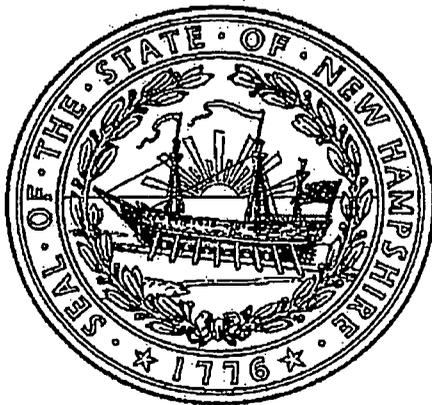
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LACONIA AMERICAN ROAD LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on August 06, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 600525

Certificate Number: 0005256937



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of February A.D. 2021.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2021

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

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

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412		CONTACT NAME: Sara Bailey PHONE (A/C, No, Ext): (386) 944-5807 FAX (A/C, No): (386) 333-6112 E-MAIL ADDRESS: sbailey@bbdaytona.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Harco National Insurance Company	NAIC # 26433
		INSURER B: StarStone National Insurance Company	25496
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL207836005 **REVISION NUMBER:**

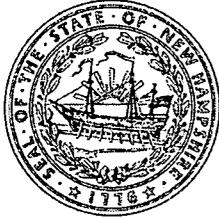
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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			CPP000786400	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> GARAGE LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP000786400	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BU-000786400	07/01/2020	07/01/2021	BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			T50200004	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$
							PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER NH DEPARTMENT OF SAFETY 33 HAZEN DRIVE CONCORD NH 03301	CANCELLATION 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 
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State of New Hampshire

Department of State

2021 ANNUAL REPORT

Filed
Date Filed: 1/13/2021
Effective Date: 1/13/2021
Business ID: 600525
William M. Gardner Secretary of State

BUSINESS NAME: LACONIA AMERICAN ROAD LLC
BUSINESS TYPE: Foreign Limited Liability Company
BUSINESS ID: 600525
STATE OF FORMATION: Delaware

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
3770 Thirty-seventh Street Orlando, FL, 32805, USA	239 Daniel Webster Highway Meredith, NH, 03253, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: Brian T Daly
REGISTERED AGENT OFFICE ADDRESS: 239 Daniel Webster Highway Meredith, NH, 03253, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / Motorcycle dealer & retail store. Any lawful business or activity.	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
American Road Vehicle LLC	3770 37th Street, Orlando, FL, 32805, USA	Manager

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

Title: **Authorized Signer**

Signature: **Brian Daly**

Name of Signer: **Brian Daly**