



Monica I. Mezzapelle
STATE TREASURER

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MLC
Thomas P. McAnespie
DIRECTOR

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

25 CAPITOL STREET, ROOM 205
CONCORD, N.H. 03301-6312
603-271-2619
FAX 603-271-2730
E-mail: unclaimedproperty@treasury.nh.gov
newhampshire.findyourunclaimedproperty.com
TDD Access: Relay NH 1-800-735-2964

August 31, 2022

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

REQUESTED ACTION

Authorize the State Treasury to enter into a five-year contract with Avenu Insights & Analytics, LLC of Quincy, MA (“Avenu”) (formerly Conduent State and Local Solutions, Inc) effective upon Governor and Council approval, for the period from October 1, 2022 to September 3, 2027. The contract price is based on the fee schedule attached as Exhibit C to the agreement. The fees paid shall be funded entirely from Abandoned Property Revenues and will be paid from account #01-38-38-380510-80210000-020-500254 - Audit Services (100% other funds).

EXPLANATION

The State Treasury’s Abandoned Property Division relies on a qualified vendor to provide professional services with respect to: 1) holding marketable securities that have been abandoned so that the receipt of income thereon can be expedited; 2) the transfer of such securities back to the true and lawful owner; and 3) the liquidation of such securities for the escheatment of proceeds to the General Fund as required by statute. The present contractual relationship with Avenu has been in place since 1997.

On July 6, 2022, the State Treasury published a request for proposals (RFP) to solicit bids from firms qualified to serve as the state’s custodian of unclaimed securities. Following the analysis and scoring of proposals submitted by two responding firms (a third firm was disqualified from scoring as its bid was deemed non-responsive) , a Treasury Selection Committee consisting of the Deputy State Treasurer, Abandoned Property Division Director, Abandoned Property Division Reporting and Compliance Coordinator, and the Abandoned Property Division Claims and Owner Reunification Coordinator identified Avenu as the best value and most qualified firm to provide these professional services.

His Excellency, Governor Christopher T. Sununu
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August 31, 2022

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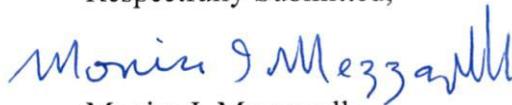
Responses were evaluated on the basis of overall experience and marketplace reputation of the firm, the firm's personnel to be assigned to the State's engagement, the ability of the firm to provide all of the services to be required by the State Treasury (including the soundness of the approach in meeting the needs of the State and understanding the nature and scope of the work involved including the ability to deliver objective, high-quality, and timely services, including reports), and the proposed cost of such services. Each member of the Treasury Selection Committee independently ranked the two responses along each of the four criteria. Using this approach, Avenu was selected as the winning bidder based on the criteria weightings

Fees for custodian and broker agent services are typically structured in multiple parts – a monthly maintenance fee for each existing security as well as transfer fees and a broker commission fee for any security transferred. Avenu's continued dedication to maintain a fair and equitable fee structure is evidenced by a comparison of the total fees paid to them for these services at the end of the last contract, which was \$230,000 in fiscal year 2017, compared to \$240,000 for these same services in fiscal year 2022. Moreover, Avenu will reduce two primary fees in the proposed contract, while maintaining the same fee for all other transaction services in the proposed contract.

At present, Avenu provides these same services to twenty-seven (27) state abandoned property divisions. Its long-term proven expertise in this industry is beyond reproach. Given its marketplace reputation, and (most importantly) willingness to provide these services through 2027 utilizing a fee structure that is less than the fee structure in the existing contract, Avenu distinguishes itself as a most cost-effective and experienced provider of these very important fiduciary services.

The attached contract has been approved by the Department of Justice as to form, substance and execution

Respectfully Submitted,



Monica I. Mezzapelle
State Treasurer

Attachments: Bidder Scoring Summary
Unclaimed Property Custody Services Contract

State of New Hampshire Treasury
RFP Unclaimed Property Securities Custody Services
August 3 2022

	Scoring (100 points maximum)		
	Kelmar	Avenu	Bellum
Pricing (40 %)	40	38	0
Expertise (30 %)	20	30	0
Scope of Services (15 %)	13	14	0
References (15 %)	15	15	0
	<hr/>	<hr/>	<hr/>
	88	97	0

Treasury Selection Committee:

Kevin T. Davis, Deputy State Treasurer overseeing the operations of the Abandoned Property Division

Thomas P. McAnespie, Abandoned Property Director, with 23 years experience in State Abandoned Property Operations

Melissa Frechette, Reporting and Compliance Coordinator , with over 6 years of experience in the reporting of unclaimed securities

Tabatha Young, Claims and Owner Reunification Coordinator , with over 12 years of abandoned property securities claims

RFP Issued - 7/6/2022

Responses Received: 7/29/2022

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 AVENU INSIGHTS & ANALYTICS, LLC		1.4 Contractor Address 100 HANCOCK ST, QUINCY MA 02171	
1.5 Contractor Phone Number 617722 9673	1.6 Account Number 01-38-38-380510-80210000-020-500254	1.7 Completion Date SEPTEMBER 3, 2027	1.8 Price Limitation SEE FEE SCHEDULE
1.9 Contracting Officer for State Agency MONICA I. MEZZAPELLE, STATE TREASURER		1.10 State Agency Telephone Number 603 271 2624	
1.11 Contractor Signature  Date: 8/25/22		1.12 Name and Title of Contractor Signatory CARL KUMPF, CHIEF FINANCIAL OFFICER	
1.13 State Agency Signature  Date: 8/31/22		1.14 Name and Title of State Agency Signatory MONICA I. MEZZAPELLE, STATE TREASURER	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/1/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A - SPECIAL PROVISIONS

A. MISCELLANEOUS ADDITIONAL TERMS AND CONDITIONS

1. Termination for Convenience. The State may terminate this Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive equitable compensation for satisfactory authorized services completed as of the termination date.
2. Termination for Cause. In addition to all other rights and remedies, if the Contractor fails to properly perform its obligations under this Contract or violates any terms of this Contract, the State shall have the right to immediately terminate this Contract and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
3. Subcontracting. Amend paragraph 12 of the general provisions to replace it with the following: Except as contemplated by Exhibit B, paragraph 4 hereto, the Contractor shall not assign or transfer any interest in this Contract or delegate or enter into any subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, paragraphs 13 and 14 of the general provisions.
4. Conflicts of Interest. The Contractor warrants that no part of the total Contract Price shall be paid directly or indirectly to an employee or official of the State of New Hampshire as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
5. Audit. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.

Contractor Initials CMA
Date 8/25/22

6. Responsibilities of the Parties.

- a. Neither party shall be responsible for the negligent or wrongful acts of omission or commission of the officers, employees, agents, or subcontractors of the other party. The terms of this agreement shall not be deemed a waiver of sovereign immunity by the State.
- b. The State acknowledges that the Contractor is acting in the capacity of a custodian only and not as an investment advisor. The Contractor is not responsible for advising the State as to investment or market matters, including but not limited to market forecasts, retention of securities, or exercising of voluntary corporate actions, even if the Contractor's failure to advise results in a loss to the State.
- c. In performing the services the Contractor shall rely upon the accuracy, timeliness, and authenticity of any and all records, information, and input media provided to the Contractor by the State. Reports and services shall be deemed to have been accepted by the State as correct unless the Contractor is notified in writing by the State of any errors, omissions, or irregularities within ninety (90) days of the receipt of such reports and services.
- d. Except in the event of the Contractor's negligence or wrongful conduct, the State shall indemnify Contractor and Contractor shall have no liability for any action taken or anything done by it in carrying out such instructions as the State shall have given pursuant to the terms and provisions of this Agreement, including reasonable attorneys fees, and provided that the State is given prompt notice of any claim and an opportunity to defend. In no event shall the Contractor be liable for indirect, punitive or consequential damages. The State's obligation to indemnify shall not exceed \$25,000 per occurrence and is conditioned upon the appropriation of funds by the legislature for that purpose, and the State agrees to seek such an appropriation in the next available regular legislative session upon receipt of notice from the Contractor of a claim and a request for indemnification.
- e. Should the State direct and authorize the Contractor to liquidate securities, and the Contractor does so with timeliness and due diligence, the Contractor shall not be responsible for any adverse market movements which may occur between the time when the instruction to sell is issued, and the securities are ultimately sold. Sales proceeds will be credited only after the complete processing and settlement of the trade by the Contractor.

Contractor Initials CW
Date 8/25/22

- f. Nothing contained in this Contract shall serve as authorization for the Contractor to file suit in the name of the State.
7. Civil Rights. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or New Hampshire State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.
8. Amend paragraphs 14 and 15 of the general provisions by replacing paragraphs 14.1, 14.1.1, 14.1.2 15.1 and 15.2 with the following:

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 Commercial general liability insurance against all claims of bodily injury, death or property damage, in combined single limit amounts of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; and excess liability insurance in the amount of \$1,000,000 per occurrence.

14.1.2 If applicable, fire and extended coverage insurance covering all business personal property and equipment 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 standard ACORD form type 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, a standard ACORD form type certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

Contractor shall provide standard notice of cancellation or each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.”

Contractor Initials CMW
Date 8/25/22

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. Such evidence of insurance may be in the form of a standard ACORD form type certificate of insurance. 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."

9. Taxes. The Contractor agrees to pay all taxes incurred in performance of this Contract.

B. SPECIAL TERMS AND CONDITIONS:

1. Conflicts with Other Contract Terms. Should any of the terms and conditions contained in Exhibit A conflict with any other terms and conditions of this Contract, the terms and conditions contained in Exhibit A shall control.
2. Security. The Contractor shall not pledge, assign, hypothecate or otherwise encumber property of the State.
3. Property Dispute. Notwithstanding the provisions of paragraph 3 of these special terms and conditions, should the Contractor receive notice of any dispute with respect to the delivery, ownership, right of possession, and/or disposition of any property before it is delivered to the State under this Contract, the Contractor, upon receipt of written notice of such dispute or claim, and to the extent that the State has a claim for custody of such property, is authorized and directed to retain in its possession any of said property in dispute until such dispute shall have been settled either by the

Contractor Initials
Date 3/25/22

mutual agreement of the parties involved or by a final order, decree or judgment of a court in the United States of America, the time for perfection of an appeal of such order, decree or judgment having expired. The Contractor shall notify the State within ten (10) calendar days of receipt of such written notice. The Contractor agrees to cooperate fully with the State in order to enable the State to protect its rights to custody of the property.

4. Additional Rights and Remedies. Any waiver of any rights hereunder, or of any failure to perform hereunder, or of any breach hereof shall not constitute or be considered a waiver of any other right or failure to perform hereunder or breach hereof, whether of a similar or dissimilar nature.

5. Notices. When any written notice, request, demand or other advice is required or may be given hereunder, it shall be deemed sufficient if the party giving such notice, request, demand, or other advice delivers the same to the other party by U.S. mail, postage prepaid, or by other superior mailing, or by hand delivery. Notices, requests, demands or other advice may also be given or made by telefax provided the transmission is verified by the party giving such notice, request, demand or advice by calling the party to whom such notice is being given at the applicable telephone number listed in Subsection (a) of this Section below. Notices, requests, demands or other advice may further be given or made by telephone and confirmed in writing.
 - a. All notices, requests, demands or other advice delivered by mail or by hand shall be deemed to have been given when received by any party hereto at the following addresses:

THE STATE:
Treasury, State of New Hampshire
Abandoned Property Division
25 Capitol Street, Room 205
Concord, NH 03301
Telephone: (603) 271-2619

THE CONTRACTOR:
Avenu Insights & Analytics, LLC
100 Hancock Street, 10th Floor
Quincy, MA 02171
Telephone: (617) 722-9657

Or, to such other addresses of which any party hereto shall have notified the other party hereto in writing.

Contractor Initials AM
Date 8/25/22

- b. All notices, requests, demands or other advice transmitted by telefax shall be deemed given when received by any party hereto via the following telefax numbers:

THE CONTRACTOR:
Avenu Insights & Analytics, LLC
ATTN: Custody Services
Telefax: (617) 722-9660

THE STATE:
Treasury, State of New Hampshire
ATTN: Director, Abandoned Property Division
Telefax: (603) 271-2730

Or, to such other telefax numbers of which any party hereto shall have notified the other party hereto in writing.

For purposes of Subsection b of this Section above, the phrase "when received" shall mean when received mechanically by the telefax machine at the receiving location.

Contractor Initials CM
Date 8/25/22

EXHIBIT B - SERVICE TO BE PERFORMED

A. SCOPE OF SERVICES:

1. Appointment as Agent. The State hereby appoints the Contractor as agent for the State of New Hampshire for the purposes set forth in this contract.
2. Custodial Appointment. The State hereby appoints the Contractor as custodian for the safekeeping of abandoned/unclaimed securities identified and collected on behalf of the State from holders of abandoned/unclaimed securities and agrees it shall retain all such property received on behalf of the State at 100 Hancock Street, 10th Floor, Quincy, Massachusetts 02171, except as otherwise provided in Section 4 below.
3. Responsibility. The Contractor shall not make any other use or disposition or take any action with respect to the abandoned/unclaimed securities and the cash derived therefrom except in accordance with the terms of this Contract.
4. Sub-custodians.
 - a. Upon direction by the State and in accordance with the terms of this Section 4, the Contractor is authorized to hold securities collected on behalf of the State in a domestic or foreign depository or book-entry system, at a domestic or foreign sub-custodian or in a domestic or foreign book-entry system for the central handling of securities, hereinafter collectively referred to as "sub-custodians", or singularly referred to as "sub-custodian".
 - b. The Contractor shall identify on its books as belonging to the State any securities held by a sub-custodian. In the event any of such securities is to be held by a sub-custodian, such sub-custodian shall be required by its agreement with the Contractor to identify on its books such securities as being held for the account of the Contractor for its customers. The Contractor shall only deposit securities in an account with a sub-custodian, which includes exclusively the assets held by the Contractor for its customers, and the Contractor shall cause such account to be designated by such sub-custodian as a special custody account for the exclusive benefit of customers of the Contractor.
 - c. The Contractor will authorize the holding of securities by a sub-custodian only to the extent that the securities are not subject to any right, charge, security interest, lien or claim of any kind in favor of such sub-custodian and only to the extent that beneficial ownership of such securities is freely transferable without the payment of money or value. Any costs, fees or expenses associated with the safekeeping and servicing of the securities by a sub-custodian shall be the responsibility of the Contractor.

Contractor Initials *cm*
Date 8/25/22

5. Custodial Duties. The Contractor shall perform the following custodial duties on behalf of the State:
- a. Register securities held by the Contractor in the name of the State, or in the name of a nominee established for the sole use of the State. If securities are registered in a nominee name, the Contractor shall promptly collect on behalf of the State dividends, interest or other distributions therefrom and credit the same to the State. Such dividends, interest and other distributions collected during a given month shall be held by the Contractor until the sale or reissuance of the securities.
 - b. Determine the value of securities at the closing price of any security traded on an exchange or if traded in the over-the-counter market, at the bid price as set forth in the pink sheets on the date the security is received by the Contractor. Other securities shall be valued in accordance with generally accepted valuation procedures.
 - c. Promptly execute all proxies in favor of management unless otherwise instructed by the State and mail said proxies to the address specified.
 - d. Promptly transmit to the State written information on any non-mandatory corporate actions (including, without limitation, tendency of calls and maturities of securities and expirations of rights in connection therewith) received by the Contractor from sub-custodians or from issuers of the securities. With respect to tender or exchange offers, the Contractor shall transmit promptly to the State written information received by the Contractor from sub-custodians or from issuers of the securities whose tender or exchange is sought or from the party (or his agents) making the tender or exchange offer.
 - e. Upon receipt of proper instructions from the State, exchange securities held for the account of the State for other securities or for other securities and cash, and to expend cash, in connection with any merger, consolidation, reorganization, recapitalization, split-up of shares, changes of par value or conversion or in connection with the exercise of subscription or purchase rights, or otherwise.
 - f. Upon receipt of authorized instructions from the State, make delivery of securities which are being liquidated by the State, or which have been called, redeemed, retired, or otherwise become payable, upon payment therefore. All such payments are to be made in cash, by certified check or treasurer's or cashier's check, by wire transfer or in the case of delivery through a securities depository, by credit by the securities depository, all in accordance with street custom or the rules and regulations of the securities depository.
 - g. Promptly execute all mandatory corporate actions as required.

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Date 8/15/22

- h. Maintain in hard copy form for a period of not less than one (1) year records of all receipts, deliveries and locations of securities, funds, and other property, together with a current inventory thereof.
 - i. The Contractor shall issue 1099-B and 1099-Div tax forms to all claimants who choose to liquidate their securities and who are paid via check by the Contractor. All other tax filing responsibilities will remain with the State.
 - j. The Contractor will not be acting as an investment adviser in any capacity.
6. Bank Account.
- a. The Contractor shall, pending delivery to the State, retain cash of the State in the Contractor's banking department or an agent bank in a separate account or accounts in the name of the Contractor for the account of the State, subject only to draft or order by the Contractor acting pursuant to the terms of this Contract.
 - b. The Contractor shall collect, receive and deposit in the bank account maintained pursuant to Subsection a. of this Section all cash and income and other payments with respect to the property held hereunder.
 - c. The Contractor reserves the right to reverse erroneous entries to the State's account and to charge the account for the amount of property for which payment has not been made. The Contractor shall promptly notify the State in writing of such action.
7. Reporting. The Contractor shall, to the extent feasible utilizing current automated programming, data processing or other information technology capability compile, prepare and present the following reports to the State:
- a. SOC 1 (annually)
 - b. Statement of Account
 - c. Activity Summary
 - d. Transaction Detail
 - e. Asset Detail
 - f. Selected Holdings Report
 - g. Remittance Summary
 - h. Invoice (detailing monthly fee deduction)
 - i. Billing Report
 - j. Securities Sale Breakdown List
 - k. Securities Valuation Detail (including book value, interest, dividends, other additions and realized and unrealized gains)
 - l. "Worthless" securities held list
 - m. Other applicable reports as requested by the State

Said reports (unless otherwise specified) shall be delivered to the State monthly, cover the entire contract term, and be presented at the earliest

Contractor Initials *CSW*
Date 8/25/22

date of availability immediately following the close of business of the month of report.

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Date 8/25/22

EXHIBIT C – FEES AND CHARGES

A. **FEES:** As consideration for the custodial services performed pursuant to Sections A1 through A7, hereinabove, the State shall compensate the Contractor based upon the following unit rates:

1. **MAINTENANCE OF VALUABLE SECURITY** (per issue per month):
 - a. DTC \$ 4.00
 - b. PHYSICAL/MUTUAL FUND/DRP \$ 10.00

2. **TRANSFER-IN: RECEIPT** (per transaction):
 - a. ELECTRONIC DTC/BOOK ENTRY SECURITY \$ 15.00
 - b. MUTUAL FUND/DRP \$ 25.00
 - c. PHYSICAL CERTIFICATE \$ 50.00

3. **TRANSFER-OUT: LIQUIDATION** (per transaction):
 - a. DTC \$ 20.00*
 - b. MUTUAL FUND/DRP \$ 25.00*
 - c. PHYSICAL CERTIFICATE \$ 50.00*

4. **TRANSFER-OUT: CLAIM PROCESSING:**
 - a. CLAIM PAYMENT (Re-registration/Liquidation)
 - i. ELECTRONIC-DRS/DTC/MUTUAL FUND/DRP \$ 30.00**
 - ii. PHYSICAL-NON DRS ELIGIBLE \$532.00**
 - iii. PHYSICAL-DRS ELIGIBLE \$682.00**

5. **OTHER FEES:**
 - a. CORPORATE ACTION PROCESSING AT DTC \$ 25.00
 - b. CORPORATE ACTION PROCESSING PHYSICAL \$ 0.00

*Does not include brokerage commission of \$0.05 per share for any position (lot) of 100 shares or more with a minimum of a \$5.00 flat commission per trade for any position (lot) under 100 shares. Commission is waived for any sale wherein the gross proceeds are less than or equal to the calculated commission rate. No commission will be applied in the case of worthless sales. All applicable commissions, as set forth above, are deducted from the gross sales proceeds prior to trade settlement.

**Paid by claimant.

Contractor Initials *CM*
Date 8/25/22

B. ENTIRE COMPENSATION.

The fees in Paragraph A of this Exhibit shall constitute the entire compensation due the Contractor from the State of New Hampshire for services performed under this Contract and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Contract price includes, but is not limited to, all applicable taxes, fees, overhead, profit and all other direct and indirect costs incurred, or to be incurred, by the Contractor.

C. INVOICE SUBMITTAL. Payments to the Contractor shall be made monthly, via ACH payment from the New Hampshire State Treasury upon receipt of the monthly invoice prepared by Contractor. The State shall make every reasonable effort to pay within 30 days of invoice date. Invoices shall be submitted in a form acceptable to the State with all the necessary supporting documentation, as support for the monthly fee deduction.

D. PAYMENT OF INVOICE. The payment of an invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

Contractor Initials CM
Date 8/25/22

CERTIFICATE CHIEF FINANCIAL OFFICER

I, Carl Kumpf, in my capacity as Chief Financial Officer of Avenu Insights & Analytics, LLC, a limited liability company of the state of Delaware, am delivering this Certificate Chief Financial Officer to the State of New Hampshire Office of the State Treasurer in connection with that certain Agreement between Avenu Insights & Analytics, LLC and the Treasury for the State of New Hampshire to Provide Unclaimed Property Securities Custody Services to the State of New Hampshire (“Agreement”)

I do hereby certify that I, Carl Kumpf, am a duly appointed, qualified, Chief Financial Officer of Avenu Insights & Analytics, LLC, and in that capacity am authorized to sign the Agreement, and any other documents associated therewith, on behalf of the Avenu Insights & Analytics, LLC.

IN WITNESS WHEREOF, I have set my hand to this Certificate as of this 25th day of August 2022.

Avenu Insights & Analytics, LLC

BY: 
Carl Kumpf, Chief Financial Officer

State of Virginia)
)
County of Fairfax)

This instrument was acknowledged before this 25th day of August 2022 by Carl Kumpf, Chief Financial Officer of Avenu Insights and Analytics, LLC, a limited liability company of the state of Delaware, on behalf of said Company.


Notary Public



State of New Hampshire

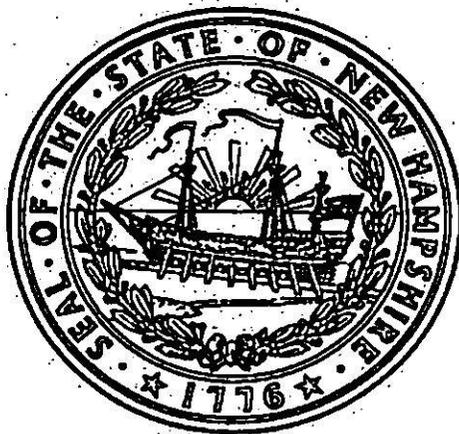
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AVENU INSIGHTS & ANALYTICS, LLC. is a Delaware Limited Liability Company registered to transact business in New Hampshire on May 22, 2019. 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: 820090

Certificate Number: 0005850314



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of August A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a faint circular outline.

David M. Scanlan
Secretary of State



ADDITIONAL REMARKS SCHEDULE

AGENCY Thompson Flanagan Executive Liability Group		NAMED INSURED Avenu Holdings, LLC 5860 Trinity Parkway Suite 120 Centreville, VA 20120	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds:

1. Government Revenue Solutions Holdings I, LLC
2. Avenu Holdings, LLC
3. Avenu Insights & Analytics LLC
4. MuniServices, LLC d/b/a Avenu MuniServices, LLC
5. eGov Solutions, LLC
6. Ram Ware, LLC
7. Avenu Insights, LLC
8. Avenu Canada
9. Avenu AcquireCo ULC
10. Avenu Pension Administration Solutions ULC
11. Avenu SLS Holdings, LLC
12. Avenu Local Government Solutions, LLC
13. Avenu SLGS Holdings, LLC
14. Avenu Unclaimed Property Systems, LLC
15. Avenu Enterprise Solutulons, LLC
16. Avenu Government Systems, LLC
17. Avenu Government Record Services, LLC
18. Avenu Title Records, LLC
19. The Windward Group LLC
20. CSLS Holdings, LLC