

2023



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



22

William Cass, P.E. Commissioner

David Rodrigue, P.E. Assistant Commissioner
Andre Briere, Colonel, USAF (RET) Deputy Commissioner

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

Bureau of Turnpikes July 17, 2023

REQUESTED ACTION

- 1. Pursuant to RSA 237:15-a, Transfers from the General Reserve Account, authorize the Department of Transportation, Bureau of Turnpikes to transfer funds in the amount of \$102,880 from the Turnpike General Reserve Account to budget and expend revenue for Armored Car Services at Turnpike's Toll Plazas and E-ZPass Walk-in-Center locations, to be effective upon Governor and Council approval through June 30, 2025, and the amount requested for the FY24 budget. 100% Turnpike Funds.

FROM: 04-096-096-961017-363615-0000 Turnpike Fund Balance \$102,880

Table with 4 columns: Code, Current Budget FY2024, Requested Change, Revised Budget FY2024. Rows include Central Operations, Expenses (010-103), Total, Source of Funds, and Revenue (000).

04-096-096-961017-70310000	Current Budget FY2024	Requested Change	Revised Budget FY2024
East NH TPK Blue Star Operations			
Expenses:			
010 500100 Permanent Personal Services	\$1,049,982	\$0	\$1,049,982
018 500106 Overtime	5,000	0	5,000
019 500105 Holiday Pay	22,000	0	22,000
020 500200 Current Expense	4,555	0	4,555
022 500257 Rent & Lease Non-State	1,500	0	1,500
023 500291 Heat-Electricity-Water	441,000	0	441,000
024 500225 Maint Other Than Build-Grnds	700	0	700
030 500325 Equipment New/Replacement	1,000	0	1,000
037 500173 Technology-Hardware	500	0	500
038 500177 Technology-Software	500	0	500
039 500188 Telecommunications	8,000	0	8,000
047 500240 Own Forces Maint Build-Grnds	5,000	0	5,000
048 500226 Contractual Maint Build-Grnds	110,984	0	110,984
050 500109 Personal Service-Temp-Appointed	250,000	0	250,000
060 500602 Benefits	717,726	0	717,726
070 500704 In State Travel	2,000	0	2,000
103 500741 Contracts for Op Services	8,500	28,058	36,558
Total	\$2,628,947	\$28,058	\$2,657,005
Source of Funds			
Revenue:			
000 000017 Turnpike Funds	\$2,628,947	\$28,058	\$2,657,005

04-096-096-961017-70500000	Current Budget FY2024	Requested Change	Revised Budget FY2024
Toll Collection			
Expenses:			
020 500200 Current Expense	\$5,436,909	0	\$5,436,909
022 500255 Rents-Leases Other than State	1,500	0	1,500
023 500291 Heat, Electricity, Water	33,750	0	33,750
024 500225 Maint Other than Bldg-Grnds	4,146,973	0	4,146,973
026 500251 Membership Fees	75,000	0	75,000
037 500171 Technology Hardware	6,268,695	0	6,268,695
038 509038 Technology Software	1,603,746	0	1,603,746
046 500463 Eng Consultants Non-Benefits	2,095,680	0	2,095,680
080 500710 Out of State Travel	7,000	0	7,000
102 500731 Contracts for Program Svc	20,162,158	0	20,162,158
103 500741 Contracts for Operational Svc	15,000	46,764	61,764
Total	\$39,846,411	\$46,764	\$39,893,175
Source of Funds			
Revenue:			
000-000017 Turnpike Fund	\$39,846,411	\$46,764	\$39,893,175

The unaudited Turnpike Fund Balance Surplus account as of June 30, 2023, was \$47.1 million, and is projected to be \$39.9 million as of June 30, 2024.

- Further authorize the Department of Transportation to enter into a **retroactive** contract with Loomis Armored US, LLC, Londonderry, NH (Vendor # 204633) on the basis of a sole bid in the amount of \$205,761.60 for Armored Car Services for the Bureau of Turnpikes, retroactively effective July 1, 2023, upon Governor and Council approval through June 30, 2025. 100% Turnpike Funds.

Funds to support this request are available in the following accounts in State FY 2024 and State FY 2025, with the availability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified.

	<u>FY 2024</u>	<u>FY 2025</u>
04-96-96-961017-70260000 Central Operations 103-502664 Contracts for Operational Services	\$28,058.40	\$28,058.40
04-96-96-961017-70310000 Blue Star Operations 103-502664 Contracts for Operational Services	\$28,058.40	\$28,058.40
04-96-96-961017-70500000 Toll Collection 103-502664 Contracts for Operational Services	\$46,764.00	\$46,764.00

EXPLANATION

Transfer funds General Reserve Account to Central Operations (70260000) – 100% Turnpike Funds:

Class 103 FY 2024: Increase Class 103 in Accounting Unit 70260000 by \$28,058. This transfer will allow for payment of FY 2024 contract expenditures for the armored car transportation services at the Hooksett and Bedford Toll Plazas. The prior contract the funds were expensed out of Toll Collection (7050) Current Expenses (class 020). Our FY 24-25 budget was developed in FY 2022 and the armored car transportation services increase by 13% due to the economy with inflation, wages, fuel and etc.

Transfer funds General Reserve Account to Blue Star Operations (70310000) – 100% Turnpike Funds:

Class 103 FY 2024: Increase Class 103 in Accounting Unit 70310000 by \$28,058. This transfer will allow for payment of FY 2024 contract expenditures for the armored car transportation services at the Hampton Main and Hampton Ramp Toll Plazas. The prior contract the funds were expensed out of Toll Collection (7050) Current Expenses (class 020). Our FY 24-25 budget was developed in FY 2022 and did not include cost of a new contract for armored car transportation services, therefore an increase in funds is needed.

Transfer funds General Reserve Account to Toll Collection (70500000) – 100% Turnpike Funds:

Class 103 FY 2024: Increase Class 103 in Accounting Unit 70500000 by \$46,764. This transfer will allow for payment of FY 2024 contract expenditures for the armored car transportation services at the E-ZPass Walk-In-Centers located in Concord, Nashua, Portsmouth, and Rochester. The prior contract the funds were expensed out

of Toll Collection (7050) Current Expenses (class 020). Our FY 24-25 budget was developed in FY 2022 and did not include cost of a new contract for armored car transportation services, therefore an increase in funds is needed.

This contract is **retroactive** due to the timely process of creating a new contract for armored car services with the extended review from Treasury, Citizens Bank and DOT. The item is also **retroactive** due to the timely process with Loomis and receiving the required certifications from their legal department.

The armored car service contract is for the collection and processing of our cash revenue collected at our five (5) toll plazas and four (4) E-ZPass Walk-in-Centers (WICs). The collection services also include the counting and reporting of funds, supplies such as deposit bags and bar codes, and the Secure File Transfer of banking information to the Turnpike Lane System vendor (Conduent) for auditing and financial reporting. The funds are collected from Loomis and deposited to the Citizen's Bank Account(s) with Treasury.

The Department advertised for bids on the Bureau of Turnpikes' and Purchase & Property websites from May 12th through May 22, 2023. Invitations to bid were also sent to two (2) companies that provide armored car transportation services. Bids are deposited in a bid box and the bidders are unaware of how many bids have been received until they are opened.

One (1) sealed bid was received and publicly opened on May 22, 2023 (bid results attached). Loomis' Armored US, LLC, was selected as the sole bidder to provide the Armored Car Services, as required in the proposal. The contract will begin subsequent to approval by the Governor and Council, no sooner than July 1, 2023, and will end on June 30, 2025. The contract is for a total of \$205,761.60.

The contract was last awarded on January 22, 2021, to Citizens Bank National Association for Toll Revenue Processing and Armored Car Services for the Bureau of Turnpikes, with Loomis as the sub-contractor. The contract was approved for a **retroactive** time extension on March 7, 2023. Due to Loomis' and Citizen's Bank Insurance requirements, it was stated that the services had to be separated.

This contract also aligns with the RFP for the new Toll Collection System (TCS) Contract. The TCS contract involves computer data file transmissions from the TCS system to the Toll Revenue processor (Loomis).

The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this contract is respectfully requested.

Sincerely,



William J. Cass, P.E.
Commissioner

Attachments
cc: J. Corcoran

BID PRICING WORKSHEET**Transportation Services****Armored Car Service – Toll Facilities**

Sole Bidder:

Loomis

Monthly – Flat Rate for each Plaza	\$	1,169.10
Subtotal-(Flat Rate "A" from Above) X (4 locations)	\$	4,676.40
Armored Car Service – EZ Pass Walk-In Centers		
Monthly – Flat Rate for each Location	\$	974.25
Subtotal-(Flat Rate "C" from Above) X (4 locations)	\$	3,897.00
Total (Sum of Lines (B) and (D) above)	\$	8,573.40
Total Cost for Transportation Services (E) X 12 Months	\$	102,880.80
Total Cost for Transportation Services for Contract Term (X 2 Years)	\$	205,761.60

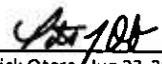
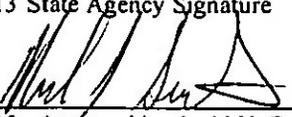
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Transportation		1.2 State Agency Address PO BOX 483 7 Hazen Drive Concord, NH 03302	
1.3 Contractor Name Loomis Armored US, LLC		1.4 Contractor Address 5 Aviation Park Drive Londonderry, NH 03053	
1.5 Contractor Phone Number 603.421.2929 ext.2085	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$205,761.60
1.9 Contracting Officer for State Agency Michael Servetas, Director of Operations		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature  Patrick Otero (Jun 23, 2023 12:53 CDT)		1.12 Name and Title of Contractor Signatory Patrick Otero EVP & CFO	
1.13 State Agency Signature  Date: 8/1/23		1.14 Name and Title of State Agency Signatory Michael J. Servetas, Director of Operations	
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: 8/14/2023			
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.



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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF TURNPIKES
TURNPIKE TOLL REVENUE COLLECTION SERVICES
RFB TPK 2023-06

EXHIBIT A – SPECIAL PROVISIONS

Section 14.1.1 of the P-37 is deleted and replaced with the following:

Comprehensive general liability insurance in an amount of not less than \$1,000,000 per occurrence and cargo insurance is amount of not less than \$1,000,000.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF TURNPIKES
TURNPIKE TOLL REVENUE COLLECTION SERVICES
RFB TPK 2023-06

EXHIBIT B – SCOPE OF SERVICES

A. TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

As directed by the State, revenue collection services provided by the Contractor shall include, but are not limited to the following:

1. Pickup and transport of all toll revenue from each toll facility to a processing center via fully insured armored car service. Pickup will be six (6) days per week, with the exception of New Years, Thanksgiving and Christmas, at all toll facilities which are as follows:
 - a. Hampton Main Toll Plaza.
 - b. Hampton Side Toll Plaza.
 - c. Hooksett Main Toll Plaza.
 - d. Bedford Main Toll Plaza.

These pickups may or may not be required for the entire term of the contract. Furthermore, the frequency of pickup may change for some sites. RFB 2023-06 Pricing allows for additions or deletions of sites, or changes to frequency of pickups throughout the duration of the contract.

2. Pickup and transport of revenue from each E-ZPass Walk-In Center, servicing E-Z Pass customers at the following locations. (Pickup will be five days per week, with the exception of State Holidays):
 - a. Nashua Walk-In Center; 110 Broad Street, Nashua NH.
 - b. Portsmouth Walk-In Center; 14 Manchester Square, Portsmouth, NH.
 - c. Concord Walk-In Center; 54 Regional Drive, Concord, NH.
 - d. Rochester Walk-In Center, 47 Spaulding Turnpike, Rochester, NH.

These pickups may or may not be required for the entire term of the contract. Furthermore, the frequency of pickup may change for some sites. RFB 2023-06 Pricing allows for additions or deletions of sites, or changes to frequency of pickups throughout the duration of the contract.

3. Delivery schedules/pick-up times shall be coordinated with the State. The Contractor and its subcontractors shall work in partnership with the State in an effort to maximize efficiencies and safety while reducing costs of both the State and the Contractor's operations.
4. Counting, sorting, and packaging of coin and currency in accordance with the State of NH and their bank's agreement. Pricing for these services should be negotiated separately with the bank and not charged to the State of NH through this contract. These requirements include:
 - a. Removal of mutilated coins or non-monetary items collected prior to coins being deposited for credit.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF TURNPIKES
TURNPIKE TOLL REVENUE COLLECTION SERVICES
RFB TPK 2023-06

- i. Require coin counting machine maintenance consistent with Manufacturer's recommendations and the State's requests to reduce potential misidentification of mutilated coin and consistently maintain operational efficiencies. A daily and monthly piece count is required, detailing the mutilated coin count at each plaza.
- b. Processing of toll collections, Monday thru Friday, five (5) days per week including weekend safekeeping, if necessary.
 - i. Current daily average coin and currency processing is \$50,000 during the summer, and \$25,000 daily average during the winter months. This processing is approximately 20% coin versus 80% currency. Fees charged are based on actual volume, not on estimates.
- c. Processing of WIC collections five days per week.
 - i. Current daily average coin and currency processing is \$50,000 during the summer, and \$25,000 daily average during the winter months. This processing is approximately 40% currency and 60% checks. Fees charged are based on actual volume, not on estimates.
- d. Providing next processing day bank credit or next processing day (electronic) cash transfer to a State-banking vendor for toll collection deposits.
- e. Provide change fund orders to each toll facility daily or as needed. Current average daily value is \$6,400 in coin and currency. The State has standard change fund orders which are subject to adjustment from time to time. Change fund amounts for each plaza for each day will be recorded in a computer file. The "Return" file will contain one record for each plaza. See RFB 2023-06 Exhibit D - Interface Control Document Bank - Host.
- f. Process coin and currency counts for each money bag into a computer data file. Interface Control between Bank and Lane System Host for processing files from the bank is defined by the State in RFB 2023-06 Exhibit D - Interface Control Document Bank - Host.
 - i. Adjustments, for the day's processing will be calculated and recorded in an "Adjustment" file. See RFB 2023-06 Exhibit D - Interface Control Document Bank - Host, Section 2.2.2 Adjustment Files.
- g. Establish a Secure File Transfer Protocol (SFTP) connection with the State's vendor (Conduent), Toll System Host servers. SFTP files containing coin and currency counts created daily to the State.
- h. Provide plastic bags with bar code labels for revenue collection at each location as demand requires.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF TURNPIKES
TURNPIKE TOLL REVENUE COLLECTION SERVICES
RFB TPK 2023-06

- i. Provide bar code labels for each plaza as demand requires. Labels are required for attendants. Scanning software must accurately identify the bags scanned as attendant bags.
 - i. The contractor shall implement controls to track serial numbers issued at each plaza and report to the State any gaps in the series.
 - ii. Require regular bar code scanning maintenance to reduce errors.
 - j. Resolve discrepancies in piece counts or bag counts versus expected State toll system audit values (beyond a predetermined standard) within a defined process. The State compares toll collection audit data to coin, and currency counts provided by the Contractor. Shortages and overages of \$20.00 or more are investigated by the State. To help with the investigation, the State requests research from, and the Contractor shall provide, documentation of any problems that may have occurred during processing by the Contractor.
 - k. Processing center shall provide ability to review video surveillance to assist with issue resolution.
5. Participate in scheduled monthly meetings with the State, Treasury, and Bank to review contract and performance standards as needed. The Contractor shall be required to physically attend scheduled meetings, unless the State agrees that a conference call is sufficient.
 6. Establish weekend contact procedures to allow for necessary communication between toll processing and Toll Shift Supervisors.
 7. Per RSA: Title I, 6:11., all state funds shall be deposited into the State of New Hampshire Bank account on
 8. The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a reasonable period of time in which to attempt to resolve the dispute:

STATE OF NEW HAMPSHIRE
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Dispute Resolution Responsibility and Schedule Table

LEVEL	THE STATE	Armored Car/ Processor
Primary	Samantha L. Fauteux, Business Administrator	LoomisManchester@us.loornis.com Greg Wyman Branch Manager
Secondary	John Corcoran, Turnpike Administrator	David R. McNamara, Branch Account Manager

Any unresolved discrepancies shall require mediation from the State Treasurer or Attorney General offices.

9. All work specified in the preceding paragraphs shall be compensated in accordance with Exhibit C, Contract Payments. Invoices can be submitted by email or mail. The DEPARTMENT will make payment through the normal State of NH payment process, which is up to thirty (30) days following an approved invoice. The CONTRACTOR shall submit a statement to:

Invoices shall be sent to:
State of New Hampshire
Department of Transportation
Bureau of Turnpikes
P.O. Box 2950
Concord, NH 03302-2950
Or
DOT-NHTurnpikesAP@dot.nh.gov

10. The preceding service and contract agreement shall begin subsequent to approval of Governor and Council, but no earlier than July 1, 2023, and ends on June 30, 2025, as per Form P-37.

B. OTHER

1. The CONTRACTOR agrees to all the requirements of the P-37 attached. The P-37 is the official contract used by the DEPARTMENT.
2. It is understood and agreed that the DEPARTMENT reserves the right to terminate this agreement at any time and for any reason, upon thirty (30) days' written notice to the CONTRACTOR, at the address above.
3. The CONTRACTOR shall not assign, subcontract, or otherwise transfer any duty, obligation, or written performance required by this agreement without prior consent of the DEPARTMENT.

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DEPARTMENT OF TRANSPORTATION
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EXHIBIT C – CONTRACT PAYMENTS

1. The CONTRACTOR agrees to pickup and transport all toll revenue from each toll facility to a processing center via fully insured armored car service as outlined in section A, at a flat rate for each plaza of One Thousand One Hundred Sixty-Nine Dollars and Ten Cents (\$1,169.10) per Month.
2. The CONTRACTOR agrees to Pickup and transport of revenue from each E-ZPass Walk-In Center, servicing E-Z Pass customers as outlined in section B, at a flat rate for each Walk-In Center of Nine Hundred Seventy-Four Dollars and Twenty-Five Cents (\$974.25) per Month.
3. Payment shall be made at the completion of the work and after the CONTRACTOR'S submission of invoices to the DEPARTMENT, indicating the work has been completed.
4. The total contract price shall not exceed Two Hundred Five Thousand Seven Hundred Sixty-One Dollars and Sixty Cents (\$205,761.60).
5. Locations can be added or deleted by the DEPARTMENT within 30 (thirty) days by notifying the vender via email.
6. The preceding service and contact agreement shall begin subsequent to approval of Governor and Council, but no earlier than July 1, 2023, ends on June 30, 2025, and is subject to Governor and Council approval,
7. The DEPARTMENT shall record payments in the following account numbers:

04-96-96-961017-70500000-103-502664	Contracts for Operational Services
04-96-96-961017-70260000-103-502664	Contracts for Operational Services
04-96-96-961017-70310000-103-502664	Contracts for Operational Services

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
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EXHIBIT D – ATTACHEMENTS

1. ATTACHMENTS

- a. NH Department of Transportation RFP 2023-06 Interface Control Document Bank – Host, dated April 14, 2021, are included by reference as binding Deliverables to this Contract.

2. LOOMIS ARMORED US, LLC ATTACHMENTS AND CERTIFICATES

- a. Loomis Armored US, LLC. Service Agreement
- b. Loomis Armored US, LLC. Certificate of Good Standing
- c. Loomis Armored US, LLC. Certificate of Vote/Authority
- d. Loomis Armored US, LLC. Certificate of Insurance
- e. Loomis Armored US, LLC. License as a Security Guard Agency

New Hampshire Department of Transportation



Bureau of Turnpikes

Interface Control Document
Bank – Host



Version 1.3
April 2021



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Other company trademarks are also acknowledged.

This document has been through a formal review process. To the best of our knowledge it is accurate. Conduent reserves the right to make further modifications as necessary.

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Version History

Version Number	Date	Description	Author
1-0	1/23/2012	Initial release for review	Ramkumaran V
1-1	12/06/2012	Initial release for review	Ramkumaran V
1-2	1/31/2013	Updates	C Soucy
1-3	4/14/2021	Updates with Conduent Name	Sean Waters

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1 Introduction

This document describes the interface control between Bank and VECTOR Host for processing the files from Bank. Collector money bags are sent to the bank for counting, the bank counts them and sends the files back to the Toll Collection System (TCS).

2 Bank - Host Interface

Bank sends back three types of files to TCS:

1. Deposit File,
2. Adjustment File
3. Return File.

Bank sends the files to the FTP Server. TCS / VECTOR check the availability of files every one hour and process the available files and capture the details in the database. Once a file is processed the file will be moved to the archive directory.

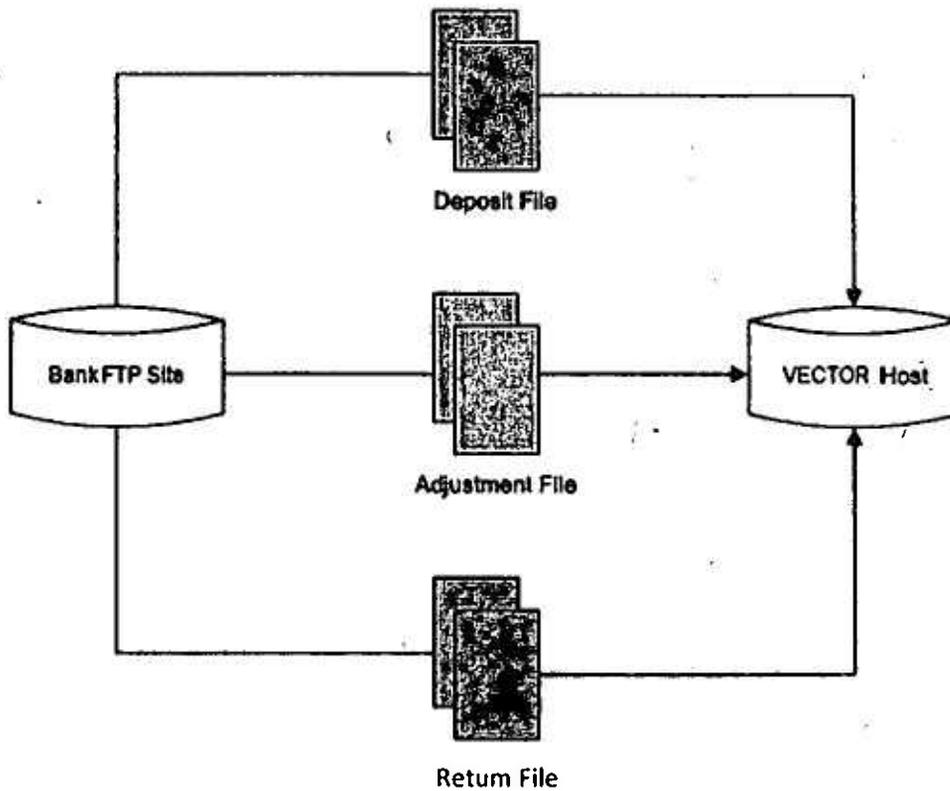


Figure 2-1: Bank - Host File Workflow

Table 2-2: Deposit File Data Field Descriptions

Field Name	Field Size	Field Type / Format	Description
RECORD TYPE ID	1	0' or 1	Record type ID. Collector Record. Manned Booth = 0 and Vault Record = 1. Captured by Bar code on Tag
PLAZA ID	2	Text, Right justified, left filled with zeros	Plaza ID captured by barcode on tag
UNNAMED	2	Zero filled	Previous field name: Lane id. No Longer used
UNNAMED	5	Zero filled	Previous field name: Vault id No Longer Used
TAG SEQUENCE NUMBER	6	Numeric, Right justified, left filled with zeros	Tag sequence number captured by barcode on tag
ENTRY DATE	8	Date (yyyymmdd)	Process/verification date
OPERATOR ID	5	Numeric, Right justified, left filled with zeros	Loomis coin counter id
REVENUE DATE	8	Numeric, Right justified, left filled with zeros	Collection date
PENNIES COUNT	6	Numeric, Right justified, left filled with zeros	Number of pennies
NICKLES COUNT	6	Numeric, Right justified, left filled with zeros	Number of Nickels
DIMES COUNT	6	Numeric, Right justified, left filled with zeros	Number of Dimes
QUARTERS COUNT	6	Numeric, Right justified, left filled with zeros	Number of Quarters
HALVES COUNT	6	Numeric, Right justified, left filled with zeros	Number of Halves
DOLLARS COUNT	6	Numeric, Right justified, left filled with zeros	Number of Dollars
BOGUS COINS	6	Numeric, Right justified, left filled with zeros	Number of Bogus coins
CANADIAN COINS	5	Numeric, Right justified, left filled with zeros No Decimal Point	Dollar amount of Canadian coins (face value)
UNNAMED	6	Zero filled	Previous field name: Number of Tokens. No Longer Used



Field Name	Field Size	Field Type Format	Description
US\$1	6	Numeric, Right justified, left filled with zeros	Number of US\$1
US\$2	6	Numeric, Right justified, left filled with zeros	Number of US\$2
US\$5	6	Numeric, Right justified, left filled with zeros	Number of US\$5
US\$10	6	Numeric, Right justified, left filled with zeros	Number of US\$10
US\$20	6	Numeric, Right justified, left filled with zeros	Number of US\$20
US\$50	6	Numeric, Right justified, left filled with zeros	Number of US\$50
US\$100	6	Numeric, Right justified, left filled with zeros	Number of US\$100
CANCURRENCY	6	Numeric, Right justified, left filled with zeros	Total value of Canadian currency without Canadian exchange rates applied
UNNAMED	6	Zero filled	Previous field name: Number of Canadian\$2. No Longer Used
UNNAMED	6	Zero filled	Previous field name: Number of Canadian\$5. No Longer Used
UNNAMED	6	Zero filled	Previous field name: Number of Canadian\$10. No Longer Used
UNNAMED	6	Zero filled	Previous field name: Number of Canadian\$20. No Longer Used
UNNAMED	6	Zero filled	Previous field name: Number of Canadian\$50. No Longer Used
UNNAMED	6	Zero filled	Previous field name: Number of Canadian\$100. No Longer used
DISC VAR COIN	3	Numeric, Right justified, left filled with zeros	Canadian Exchange Rate. Rate received from Citizens Bank.

Field Name	Field Size	Field Type Format	Description
DISC VAR CURR	3	Numeric, Right justified, left filled with zeros	Canadian Exchange Rate. Rate received from Citizens Bank.
DEPOSIT DATE	8	Date (yyyymmdd)	Credit/post date
CREATE DATE	8	Date (yyyymmdd)	Date record is entered in system
CREATE TIME	6	Time (hhmmss)	Time record is entered in system
RECORD EDIT	1	'Y' or 'N'	N = record is not modified Y = Record is modified in manage daily file. No Longer used

2.2.2 Adjustment Files

The Adjustment files contain the details about the adjustment made on the deposit for the revenue date. There will be only one adjustment file per processing day.

The File format of the adjustment file is ".ADJ"

The File structure of the adjustment file is described as below. This structure is maintained for each record in the adjustment file. No header record available.

Total Record length: 51

Delimiter: New Line

Example:

Sample of one record from the bank adjustment file:

3912012101820121016-00000140+000000020121016165002N

Table 2-3: Adjustment File Data Field Descriptions

Field Name	Field Size	Field Type Format	Description
RECORD TYPE			Record type ID. Adjustment Record = 3
PLAZA ID	2	Text, Right justified, left filled with zeros	Toll Plaza ID. Adjustment ID = 91
ENTRY DATE	8	Date (yyyymmdd)	ProcessNerification Date

Field Name	Field Size	Field Type I Format	Description
REVENUE DATE	8	Date (yyyymmdd)	Collection Date
TOTAL ADJUSTMENT SIGN	1		Sign of currency adjustment.
TOTAL ADJUSTMENT	8	Numeric, Right justified, left filled with zeros No Decimal Point	Dollar amount of cash (US Coin + US Currency + Can Coin + Can currency, CAD at exchange rate) adjustment
UNNAMED	1		Previous field name: Sign of token adjustment. No longer processed
UNNAMED	7	Zero filled	Previous field name: Piece count of token adjustment. No Longer processed.
CREATE DATE	8	Date (yyyymmdd)	Date, the record entered in the system
CREATE TIME	6	Time (hhmmss)	Time, the record entered in the system
RECORD EDIT	1	'Y' or 'N'	N = record is not modified Y = Record is modified in manage daily file. No Longer used

22.3 Return File

The Return files contain the details about the total money issued by bank to the plaza. There will be only one return file per revenue date which contains details of money issued to all plazas

The file format of the return file is *.RET.*

The file structure of the return file is described as below. This structure is maintained for each record in the return file. No header record available. Total Record Length: 41

Delimiter: New Line

Example:

Sample of one record from the bank return file
2012012101800000000030000020121017225504N

Table 2-4: Return File Data Field Descriptions

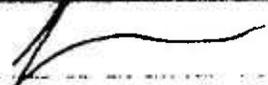
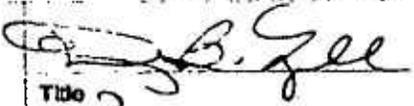
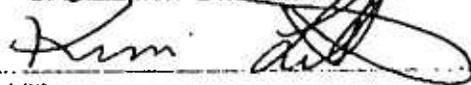


Field Name	Field Size	Field Type Format	Description
RECORD TYPE			Return Record (Cash Order) = 2
PLAZA ID	2	Text, Right justified, left filled with zeros	Toll Plaza ID
ENTRY DATE	8	Date (yyyymmdd)	Delivery Date
UNNAMED	6	Zero filled	Previous field name: Number of Tokens ordered. No Longer used.
RETURNED AMOUNT	9	Numeric, Right justified, left filled with zeros No Decimal Point	Dollar amount of Cash(US Coin + US Currency) Ordered
CREATE DATE	8	Date (yyyymmdd)	Date, the record entered in the system
CREATE TIME	6	Time (hhmmss)	Time, the record entered in the system
RECORD EDIT		'Y' or 'N'	N = record is not modified Y = Record is modified in manage daily file. No Longer used

Appendix A: Acronyms

Acronyms	Definition
CAN	Canada/Canadian
ETC	Electronic Toll Collection
FTP	File Transfer Protocol
ICD	Interface Control Document
ID	Identification
MOMS	Maintenance Online Management System
NHDOT	New Hampshire Département of Transportation
-rcs	Toll Collection System
US	United States
VECTOR	Violation Enforcement Customer Service Toll Operations Reporting

Signatures

Signing Authority	Authorized Designee Signature & Title	Date
Xerox NHDOT	 Title: <i>Jim Lusk</i> Assistant Administrator - Turap. tes	10/24/13
NHDOT Xerox	 Title: <i>Danny B. Lyall</i> PROJECT MANAGER	2/19/2013
Citizens Bank	 Kim Little Title: SVP Title:	2/6/2013



SERVICE AGREEMENT

The following paragraphs of this Service Agreement (the "Agreement") outline the agreements and understandings by and between

LOOMIS ARMORED US, LLC
 ("LOOMIS")
 a Texas Limited Liability Company
 with offices at:
 2500 CityWest Blvd. Ste. 2300,
 Houston, TX 77042.

and

NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION (NH TOLLS)
 ("CUSTOMER")
 a NH corporation, located at,
 36 Hackett Hill Rd,
 Hooksett, NH 03106.

This Agreement expresses and outlines the services, roles, and responsibilities of the parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. These promises for such services and their related payments form the basis of this Agreement, made this 17th day of May, 2023 (the "Effective Date").

Term: Service will begin on the 1st day of July, 2023 and shall continue for a period of two (2) year(s). At the expiration of the initial term, this Agreement shall automatically be extended for successive like term periods unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then current term. CUSTOMER agrees that LOOMIS is the exclusive provider for these services for the facilities contained herein. Except as expressly stated herein, CUSTOMER understands and agrees that this Agreement contains no provision for early termination in whole or part. Either party may terminate this Agreement with five (5) days written notice in the event of bankruptcy, or insolvency of the other party. LOOMIS may terminate this Agreement with thirty (30) days written notice in the event of a material reduction or cancellation of LOOMIS' insurance.

CUSTOMER and LOOMIS agree to the following:

Schedule for Services: Conjunctive, sequential, on route pickup and delivery of items at the following location(s) to/from CUSTOMER's designated, mutually agreed-upon location(s):

LOOMIS BRANCH	UNIT # / LOCATION	MAXIMUM LIABILITY AMOUNT	SERVICE FREQUENCY	FEE for SERVICE
5390 MANCHESTER	HAMPTON RAMP RTE 95 N EXIT 2 BETWEEN BRIDGES 8 & 8A HAMPTON, NH 03842	\$250,000.00 per shipment	6X per week (MON. - SAT.)	\$1,169.10 per month
5390 MANCHESTER	HAMPTON TOLL RTE 95 NORTHBOUND BETWEEN BRIDGES 8 & 8A HAMPTON, NH 03842	\$250,000.00 per shipment	6X per week (MON. - SAT.)	\$1,169.10 per month
5390 MANCHESTER	HOOKSETT TOLL 36 HACKETT HILL RD BETWEEN BRIDGES 34 & 35 HOOKSETT, NH 03106	\$250,000.00 per shipment	6X per week (MON. - SAT.)	\$1,169.10 per month
5390 MANCHESTER	BEDFORD TOLL EVERETT TURNPIKE NORTHBOUND BETWEEN BRIDGES 17 & 18 BEDFORD, NH 03110	\$250,000.00 per shipment	6X per week (MON. - SAT.)	\$1,169.10 per month
5390 MANCHESTER	EZ PASS-NASHUA 110 BROAD ST EXIT 6 NASHUA, NH 03060	\$250,000.00 per shipment	5X per week (MON. - FRI.)	\$974.25 per month
5390 MANCHESTER	EZ PASS-CONCORD 54 REGIONAL DR CONCORD, NH 03301	\$250,000.00 per shipment	5X per week (MON. - FRI.)	\$974.25 per month



5390 MANCHESTER	EZ PASS-PORTSMOUTH 14 MANCHESTER SQUARE PORTSMOUTH, NH 03801	\$250,000.00 shipment	per	5X per week (MON. - FRI.)	\$974.25 per month
5390 MANCHESTER	EZ PASS-ROCHESTER WALK IN CTR 47 SPAULDING TPK Rochester, NH 03839	\$250,000.00 shipment	per	5X per week (MON. - FRI.)	\$974.25 per month

Premises Time: Each service location under this Agreement (regardless of the pickup/delivery points) is allotted seven (7) minutes of service time. Over seven (7) minutes, a fee of \$2.50 per one (1) minute shall be assessed. Over fifteen (15) minutes, LOOMIS may elect to depart from the CUSTOMER'S location. Should LOOMIS be requested to return, the pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed upon fee prior to rendering service.

Research and Supply Fee: A fee of \$65.00 per hour plus supplies will be charged for research of LOOMIS' documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of LOOMIS.

Excess Item Handling: A fee of \$1.50 per item is assessed when the number of items or containers exceeds ten (10) items per shipment. An "Item" refers to the number of containers, sealed bags or other vessels LOOMIS is required to transport.

Non-Scheduled/Off-Day Service: \$95.00 per trip, per location in Urban areas. Additional fees apply for off-route and remote locations.

Holiday Service Fee: A fee of \$150.00 will be charged for the service provided on those Holidays as listed in Section 11.

Excess Liability: A fee of \$0.40 per \$1,000 or fraction thereof for any amounts which exceed the Liability Coverage per Shipment Amount.

Insurance Fee: A fee of 8% will be assessed to all services provided within this Agreement.

CUSTOMER does not desire this Excess Liability Coverage, CUSTOMER must decline Excess Liability Coverage by initialing the box below:

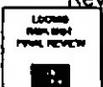
Decline

Reconstruction Obligations:

As explained in Section 7(c), of the Terms and Conditions, CUSTOMER has certain obligations regarding reconstruction of lost, damaged, destroyed checks or items that provide an audit trail. If CUSTOMER prefers to opt-out of these reconstruction obligations, CUSTOMER must decline by initialing the box below.

Decline

If CUSTOMER does NOT agree to reconstruction obligations or cannot meet its reconstruction obligations contained within Section 7(c), LOOMIS' liability for all checks contained within the shipment is limited to Ten Thousand Dollars (\$10,000.00) regardless of the face value of the checks in shipment.



TERMS AND CONDITIONS

1. **Service(s):** LOOMIS agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables. If the shipment container(s) does not appear to be securely locked or sealed, LOOMIS has the right to refuse to accept such container(s) and will not receive said container(s) from the CUSTOMER or its designated agent. If LOOMIS accepts the sealed container(s), LOOMIS will give CUSTOMER a receipt for said sealed container(s), and transport and deliver such sealed container(s) to the consignee designated by the CUSTOMER. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstances concerning the property delivered to LOOMIS pursuant to this Agreement. The fee payable by CUSTOMER to LOOMIS is based upon the Maximum Liability Amount(s) and level(s) of service provided by LOOMIS as stated in this Agreement. All additional or special services must be evidenced and agreed to in a signed amendment to this Agreement.

2. **Billing and Payment:** CUSTOMER agrees to pay LOOMIS within fifteen (15) days of receipt of invoices which shall include any applicable federal, state or local taxes. In addition, LOOMIS may, at its discretion, impose a service charge of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or such lesser rate as may be required by law, of the amount unpaid by CUSTOMER, as is due and payable to LOOMIS on all invoices not paid in full by invoice due date. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to LOOMIS in accordance with normal payment terms. However, should CUSTOMER fail to pay any undisputed amounts within thirty (30) days of the invoice date, LOOMIS may, in its sole discretion, suspend the account and/or terminate this Agreement upon ten (10) days written notice to CUSTOMER. CUSTOMER agrees to notify LOOMIS of dispute(s) arising from any invoice within thirty (30) days after such invoice has been presented to CUSTOMER, or else such claim shall be deemed waived. All amounts due hereunder shall be paid by cash, check or ACH unless otherwise agreed on the signature page of this Agreement.

3. **Rate Adjustment:** LOOMIS shall annually increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factor(s).

To account for future movements in the price of diesel fuel LOOMIS will henceforth adjust the monthly fuel fee based on U.S. average diesel prices as measured and published by the Department of Energy (WWW.EIA.DOE.GOV). The monthly fuel fee shall equal the product of the applicable percentage (based on the chart below) multiplied by the aggregate monthly service fee (including any applicable Ancillary Item). LOOMIS' established baseline is \$1.31. Any cost above the \$1.31 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon (i.e. if diesel prices rise to \$1.41, the corresponding fuel fee is increased by 0.5%). The applicable fuel fee percentage will be based on the national average of diesel fuel prices published on the Department of Energy Website averaged over the first four Mondays of the month rounded to the next cent. The table is for reference only and does not reflect the maximum rate which may be assessed.

Minimum	Maximum	Per Gallon	Fee (%)
\$4.91	\$5.00	\$.10	18.00%
\$4.81	\$4.90	\$.10	17.50%
\$4.71	\$4.80	\$.10	17.00%
\$4.61	\$4.70	\$.10	16.50%
\$4.51	\$4.60	\$.10	16.00%
\$4.41	\$4.50	\$.10	15.50%
\$4.31	\$4.40	\$.10	15.00%
\$4.21	\$4.30	\$.10	14.50%
\$4.11	\$4.20	\$.10	14.00%
\$4.01	\$4.10	\$.10	13.50%
\$3.91	\$4.00	\$.10	13.00%
\$3.81	\$3.90	\$.10	12.50%
\$3.71	\$3.80	\$.10	12.00%
\$3.61	\$3.70	\$.10	11.50%
\$3.51	\$3.60	\$.10	11.00%



\$3.41	\$3.50	\$.10	10.50%
\$3.31	\$3.40	\$.10	10.00%
\$3.21	\$3.30	\$.10	9.50%
\$3.11	\$3.20	\$.10	9.00%
\$3.01	\$3.10	\$.10	8.50%
\$2.91	\$3.00	\$.10	8.00%
\$2.81	\$2.90	\$.10	7.50%
\$2.71	\$2.80	\$.10	7.00%
\$2.61	\$2.70	\$.10	6.50%
\$2.51	\$2.60	\$.10	6.00%
\$2.41	\$2.50	\$.10	5.50%
\$2.31	\$2.40	\$.10	5.00%
\$2.21	\$2.30	\$.10	4.50%
\$2.11	\$2.20	\$.10	4.00%
\$2.01	\$2.10	\$.10	3.50%
\$1.91	\$2.00	\$.10	3.00%
\$1.81	\$1.90	\$.10	2.50%
\$1.71	\$1.80	\$.10	2.00%
\$1.61	\$1.70	\$.10	1.50%
\$1.51	\$1.60	\$.10	1.00%
\$1.41	\$1.50	\$.10	.50%
\$1.31	\$1.40	\$.10	.00%

a) LOOMIS reserves the right in times of global economic downturn or due to changes in regulatory obligations, including but not limited to changes in minimum wage, to renegotiate rates and fees in good faith with CUSTOMER. In the event that CUSTOMER refuses to consent to such adjustment(s) or fee(s), LOOMIS shall have the right to terminate this Agreement upon thirty (30) days written notice to CUSTOMER.

4. **Liability:** LOOMIS agrees to assume the liability for any Cargo Loss, according to the terms of this Agreement of the securely sealed container(s) from the time LOOMIS signs for and receives physical custody of the sealed container(s). The term "Cargo Loss" shall mean any loss or destruction of currency ("Cargo") that occurs while the Cargo is under Loomis' sole care, custody and control. LOOMIS' responsibility terminates when the CUSTOMER or its designated consignee takes physical possession of the sealed container(s) and signs LOOMIS' receipt. If it is impossible to complete the delivery, LOOMIS shall be responsible for any Cargo Loss until the sealed container(s) is returned to the CUSTOMER or its designated agent and a signed receipt obtained. While the sealed container(s) is stored in the CUSTOMER'S premises, LOOMIS does not assume the liability for any loss. If CUSTOMER conceals or misrepresents any material fact or circumstance concerning the property or container, or the contents thereof, LOOMIS will have no liability for any loss in any way related to such fact or circumstance. CUSTOMER agrees that LOOMIS does not undertake the obligation of an absolute insurer in the performance of this Agreement. LOOMIS reserves the right to take any and all action as may be reasonably necessary to prevent money laundering to the extent permitted under applicable law or regulation or as may be required by any regulatory body that may exert a right of control over LOOMIS.

UNDER NO CIRCUMSTANCES WILL LOOMIS BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OR SERVICES OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF INTEREST, LOST DATA, DATA TRANSPORTATION OR TRANSMISSION ERROR OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR ANY CARGO LOSS (WHICH SHALL BE SUBJECT TO THE MAXIMUM LIABILITY AMOUNT), IN NO EVENT SHALL LOOMIS' LIABILITY TO CUSTOMER EXCEED THE SERVICE FEE PAID BY CUSTOMER TO LOOMIS FOR THE SERVICE OUT OF WHICH THE ALLEGED LIABILITY AROSE.



5. **Excess Liability:** The following terms will apply if CUSTOMER did not decline excess liability coverage. If LOOMIS accepts tender of a shipment in excess of the Maximum Liability Amount, CUSTOMER agrees to pay LOOMIS the excess liability fee set forth herein. CUSTOMER, by paying this additional fee, will obtain full dollar coverage of any or all losses, subject to the other provisions of this Agreement. If CUSTOMER declines Excess Liability Coverage, liabilities covered under this Agreement are limited to the Maximum Liability Amount.

6. **Indemnity:** To the maximum extent permitted by applicable law, CUSTOMER shall release, indemnify, defend and hold harmless LOOMIS from all claims, costs or expenses arising out of any third party's or government's threatened or actual claim, suit, demand, garnishment or seizure of any funds or property provided by CUSTOMER hereunder that is in LOOMIS' custody. LOOMIS agrees to give CUSTOMER prompt notice of any such claim, suit, demand or seizure and to provide CUSTOMER reasonable cooperation on the defense.

7. **Claim Procedures:** The following provisions shall control in the event of any Cargo Loss, notwithstanding anything to the contrary contained in this Agreement:

a) In the event of a Cargo Loss, CUSTOMER agrees to notify LOOMIS in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care, and in no event later than forty-five (45) days after the pick-up by LOOMIS of the securely sealed container in connection with which the Cargo Loss is asserted. If notice of the Cargo Loss is not received by LOOMIS within this forty-five (45) day period, the claim for the Cargo Loss shall be deemed waived and released by the CUSTOMER. All claim notices must be signed and received on company letterhead and contain a brief description of the loss to include: date of service/date of loss, claim amount, Loomis branch performing service, ATM number if applicable, customer contact information with payment instructions and supporting documentation if available at the time of notice. All claims must be sent to the Loomis Centralized Claim Unit via email at claims2@us.loomis.com. It is agreed that both parties will work together to determine the extent of the Cargo Loss, and if possible, the cause of Cargo Loss.

b) Notwithstanding anything set forth in this Agreement to the contrary, the sole liability of LOOMIS in the event of a Cargo Loss, from whatever cause, shall be subject to the Maximum Liability Amount or the Excess Liability Coverage, if not declined by CUSTOMER.

c) CUSTOMER shall retain sufficient information to allow reconstruction of item(s) in the event of a Cargo Loss. CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed items constituting a part of any loss. In no event shall LOOMIS' liability for any Cargo Loss, irrespective of the Maximum Liability Coverage amount, include the face value of any lost or destroyed check. LOOMIS' liability, unless otherwise stated in this Agreement, shall be limited to the payment to the CUSTOMER for the reasonable costs necessary to reconstruct the checks, but never to exceed ten thousand dollars (\$10,000.00) per shipment "Reconstruction" shall mean the identification of the face amount, the identity of the maker or endorser of the check, identification of the payee and identification of the financial institution upon which the check is drawn. CUSTOMER agrees in the event of a loss, that any liability of LOOMIS shall be reduced by the face value of reconstructed or recovered item(s).

d) Upon the request of LOOMIS, CUSTOMER will furnish a proof of loss to LOOMIS or its insurance carrier. Once reimbursement has been made to CUSTOMER, LOOMIS and its insurer shall receive any and all of the CUSTOMER'S rights and remedies of recovery.

8. **Limitations & Force Majeure:**

a) The CUSTOMER agrees that LOOMIS will not be liable for any loss caused by or resulting from Shortages claimed in the contents of the sealed or locked shipment(s), for non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. A "Shortage" shall mean any difference between the stated value on the Deposit Ticket and the actual value of the contents of any sealed shipment container. Likewise, LOOMIS shall not be liable to CUSTOMER for failure to render service if LOOMIS in its sole discretion, determines the same may endanger the safety of CUSTOMER'S property or personnel or LOOMIS' vehicles or employees.

b) It is further agreed that LOOMIS shall not be held accountable or liable for any damages or losses, caused by or resulting from illegal or fraudulent acts of CUSTOMER'S employees, agents, representatives, or third-party contractors.

c) CUSTOMER agrees that LOOMIS shall not have any liability for losses of any documentation carried by LOOMIS at CUSTOMER'S request without compensation.

d) CUSTOMER expressly understands and accepts that ownership (title) to cash transported or stored by LOOMIS shall never transfer to LOOMIS.

e) It is further agreed LOOMIS shall not be held accountable or liable for any damages or losses, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed by LOOMIS, resulting from:

(i) Hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack; (1) by any government or sovereign power (de jure or de facto) or



- by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by any agent of any such government, power authority or forces.
- (ii) Nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war employing atomic fission or radioactive force whether in time of peace or war.
- (iii) Insurrection, rebellion, revolution, terrorist act, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade.
- (iv) Acts of God, strikes, labor disturbances, impostor pick-up or deliveries, or other conditions or circumstances beyond LOOMIS' reasonable control.

9. **Disputes:** CUSTOMER and LOOMIS agree that except for disputes regarding over-payment or non-payment of fees for services under this Agreement, any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or the furnishing of any service by LOOMIS to CUSTOMER, shall be settled by arbitration under the then current rules of the American Arbitration Association. The arbitrator shall be chosen from a panel of persons knowledgeable in the fields of financial institution security operations and armored car services. CUSTOMER and LOOMIS agree to equally share in the cost and fees of this resolution process. The decision and award of the arbitrator shall be final and binding. Judgment upon the award so rendered may be entered in any court having jurisdiction thereof. Any arbitration hereunder shall be held in Houston, Texas.

10. **Container Value Limitation:** CUSTOMER acknowledges and agrees that the maximum value which LOOMIS will transport in any individual container will not exceed two hundred & fifty thousand dollars (\$250,000). If the total value of a shipment which CUSTOMER seeks to tender to LOOMIS exceeds two hundred & fifty thousand dollars (\$250,000), such shipment must be broken down into separate shipment containers of two hundred & fifty thousand dollars (\$250,000) or less.

11. **Holiday Service:** LOOMIS agrees to provide service as stated in the Agreement with the following holiday exceptions: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, Christmas Day; federal banking and any local applicable observed holiday. Charges for service on such days will be as stated upon page 2 of this Agreement, excluding Christmas Day. LOOMIS will not provide Christmas Day service.

12. **Specials:** Unscheduled pickups or deliveries are available under the same conditions and provisions of this Agreement. Prices are quoted upon request.

13. **Excess Liability Coverage:** LOOMIS reserves the right to refuse tender of any shipment in excess of the Maximum Liability Amount.

14. **Confidentiality:** Each party receiving information (each being a "Receiving Party" and a "Disclosing Party") undertakes to retain in confidence the terms of this Agreement and all other non-public information, technology, materials and know-how of the other party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). Neither party shall use any Confidential Information for any purpose other than to carry out the activities contemplated by this Agreement. Each party agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each party shall also notify the other promptly in writing in the event such party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other party, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. Confidential Information shall not include:

- (1) information which was already known by, or already in the possession of, Receiving Party prior to receipt from Disclosing Party;
- (2) information which is obtained by Receiving Party from a third person who, to the actual knowledge of Receiving Party is not in violation of any agreement to a third party not to disclose such information
- (3) information which is or becomes publically available other than through breach by the Receiving Party of this Agreement; and,
- (4) information which is independently developed by or on behalf of Receiving Party.



15. **Entire Agreement:** This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of laws principles; (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all prior agreements and understandings, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement and each party hereto acknowledges that in entering this Agreement it has not relied on any representation or warranty not contained herein; (c) and the terms and conditions including fees set forth in it shall be treated as confidential information; (d) is not for the benefit of any third party; (e) may not be amended except by a written instrument signed by both CUSTOMER and LOOMIS; (f) may not be assigned by CUSTOMER without LOOMIS prior written consent; (g) may be assigned by LOOMIS, provided that LOOMIS shall furnish written notice of such assignment to CUSTOMER; (h) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party shall be construed to refer to such party's assignee; (i) is the product of negotiation; (j) is subject to a contractually agreed one (1) year statute of limitations on all claims or the minimum allowable by applicable law; (k) shall not be deemed to have been drafted by either party; (l) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (m) does not make either party the agent, fiduciary or partner of the other; (n) does not grant either party any authority to bind the other to any legal obligation; (o) does not intend to nor grant any rights to any third party and (p) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity. Any and all correspondence regarding this Agreement shall be delivered via certified mail (return receipt requested) or verifiable third-party courier (return receipt requested).

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile or electronic (i.e., .pdf) transmission. Each party acknowledges that the delivery hereof by facsimile or electronic transmission will have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

CUSTOMER

By _____
Printed Name _____
Title _____
Date _____

LOOMIS

By *[Signature]*
Printed Name Patrick Otero
Title EVP & CFO
Date June 23, 2023



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 LOOMIS ARMORED US, LLC is a Texas Limited Liability Company registered to transact business in New Hampshire on April 04, 1997. 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: 268365

Certificate Number: 0006252212



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of June A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

The State of New Hampshire

Department of Safety
Division of State Police
Concord, NH 03305



LICENSE AS A SECURITY GUARD AGENCY

LICENSE NO. M-2023-1962

LOOMIS ARMORED US, LLC

This certifies that _____

of the City or Town of HOUSTON

in the State of TEXAS

is hereby licensed as a Security Guard Agency doing business at _____

2500 CITYWEST BLVD, SUITE 2300, HOUSTON TX 77042

5 AVIATION PARK DR, LONDONDERRY NH 03053

in accordance with the Statutes of the State of New Hampshire.

THIS LICENSE WILL EXPIRE TWO YEARS FROM DATE OF ISSUE.

Dated at Concord, this 10TH day of JUNE, year of 2023

Signature of Licensee
Nathan A. Noyes

Director of State Police

Colonel Nathan A. Noyes



**CERTIFICATE OF CORPORATE RESOLUTION
OF
LOOMIS ARMORED US, LLC
AUTHORIZING THE SUBMISSION OF INFORMATION FOR THE
NEW HAMPSHIRE ARMORED CARE REQUEST FOR PROPOSAL**

The undersigned, the duly qualified and acting Vice President – Strategic Planning of Loomis Armored US, LLC (the "Corporation"), a limited liability company organized and existing under the laws of the State of Texas, does hereby certify that the following resolutions have been duly adopted by the Board of Directors of the Corporation as of June 23, 2023, and that said resolutions have not been amended, modified or rescinded since their adoption and are in full force and effect on and as of the date hereof:

That Patrick Otero, Chief Financial Officer is duly authorized to enter into contracts or agreements on behalf of Loomis Armored US, LLC with the State of New Hampshire and any of its agencies or departments and further are authorized to execute any documents which may in his or her judgment be desirable or necessary to effect the purpose of this Resolution.

That all actions heretofore taken on behalf of the Corporation by the Authorized Signatory below be, and they are thereby approved and ratified.

I hereby certify that said resolution has not been amended or repealed and remains in full force and effect. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the Corporation as of this 23rd day of June 2023.



Sarah Kattapong
Vice President – Strategic Planning



CERTIFICATE OF INSURANCE – LOOMIS (CERTIFICATE HOLDER)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/09/2023

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 Marsh USA Inc 2929 Allen Parkway, Suite 2500 Houston, TX 77019	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
CN102019889-LOOMI-CARGO-23- Evid 1 MIL No No	INSURER A : (See Attached)	
INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** HOJ-002984766-54 **REVISION NUMBER:** 22

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ OTHER \$ _____		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOC <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ OTHER \$ _____		
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ OTHER \$ _____		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ _____ E.I. DISEASE - EA EMPLOYEE \$ _____ E.I. DISEASE - POLICY LIMIT \$ _____		
A	Cargo			See Attached	01/01/2023	01/01/2024	Limit:		1,000,000

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

CERTIFICATE HOLDER Loomis Armored US, LLC 2500 Citywest Blvd, Ste 2300 Houston, TX 77042	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 <i>Marsh USA Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc		NAMED INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Primary CIT & Terrorism:
 100% Chubb European Group SE
 Policy No. UFIST235000

1st Excess CIT & Terrorism:
 100% Lloyd's Underwriters
 Policy No. UFIST2350001

The (CIT policy numbers as attached) placement was made by Marsh Ltd. (UK). Marsh USA Inc. has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

REMARKS (SPECIAL CONDITIONS):

GEOGRAPHICAL LIMITS:

Within and between the United States of America and/or Dominion of Canada and/or Puerto Rico and/or other places in the world.

SUBJECT MATTER INSURED (PROPERTY):

Including but not limited to: money, currency, coins, banknotes, debit and credit card sales, Federal Reserve notes, funds held in account by a financial institution, postage and revenue stamps, savings stamps, food stamps, coin tokens, telephone cards, bouillon, precious metals of all kinds and in any form and articles made there from, jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, bonds, securities, evidence of debts, debentures, scrips, certificates, receipts, warrants, rights, transfers, coupons, drafts, trading stamps and coupons, bills of exchange, acceptance notes, cheques, withdrawal orders, money orders, travelers' cheques, letters of credit, bills of lading, abstracts of title, insurance policies, deeds, mortgages upon real estate and/or upon chattels and upon interest therein, and assignments or such policies, mortgages and instruments and all other negotiable and non-negotiable valuable papers and documents, electro-magnetic tapes and/or computer software and components, fine arts, mobile phones and any other items of any nature whatsoever.

COVERING:

This insurance shall indemnify the Assured in respect of their legal liability arising under statute and/or contract and/or common law and/or otherwise for physical loss or physical destruction of or physical damage to property as defined elsewhere herein.

EXCLUSIONS

Notwithstanding anything herein to the contrary, (except where included in the Institute War Clauses) this policy does not cover:

WAR & CIVIL WAR

1. Loss or damage caused by or resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power or confiscation to or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- 2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- 2.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.





ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc		NAMED INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

2.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

2.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

It is agreed for the avoidance of doubt that the foregoing clause shall not apply where the proximate cause of Loss is theft. This exclusion shall not apply where the use or operation, of any weapon as described in 12.5 above facilitates the theft, robbery, burglary, hold-up, or other criminal taking of Property.

It is agreed for the avoidance of doubt that the foregoing clause shall not apply where the proximate cause of loss is theft.

DISHONEST OR FRAUDULENT ACTS OF DIRECTORS

3 This policy does not cover Loss resulting directly from any dishonest or fraudulent act(s) or dishonest or fraudulent omission(s) of Board Directors of Loomis AB except in the event of any such dishonest or fraudulent act(s) or dishonest or fraudulent omission(s) such Board Director is performing acts coming within the scope of the usual duties of an Employee of the Assured.

SANCTION LIMITATION AND EXCLUSION CLAUSE

4 Insurers shall not be deemed to provide cover and Insurers shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2022

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 Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
CN102019889-GAWX-23-24 Evid GAW No No	INSURER A : AXA XL	24554
INSURED Loomis Amored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042	INSURER B : Arch Insurance Company	11150
	INSURER C : Arch Indemnity Insurance Company	30830
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** HOU-003272330-108 **REVISION NUMBER:** 45

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 WYD	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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			US00095082L123A	01/01/2023	01/01/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER: _____			41CAB1034203 (AOS) 41CAB1034303 (MA)	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	41WC11034003 (AOS) 44WC11034103	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
C							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)
Evidence of Insurance Only.

CERTIFICATE HOLDER **CANCELLATION**

Loomis Amored US, LLC 2500 Citywest Blvd, Ste 2300 Houston, TX 77042	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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25 (2016/03)

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**EXHIBIT A
SPECIAL PROVISIONS**

Section 14.1.1 of the P-37 is deleted and replaced with the following:

comprehensive general liability insurance in an amount of not less than \$1,000,000 per occurrence and cargo insurance in an amount of not less than \$1,000,000.

