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Monica I. Mezzapelle
STATE TREASURER

THE STATE OF NEW HAMPSHIRE
STATE TREASURY
25 CAPITOL STREET, ROOM 121
CONCORD, NH 03301
(603) 271-2621
FAX (603) 271-3922
TDD Access: Relay NH 1-800-735-2964

May 15, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the State Treasury to enter into a **Sole Source** contract for a period of three (3) years with Treasury Services Group, LLC, (Vendor Code # 263802) of Lancaster, PA, for a contingent fee of 10.25% of the gross amount identified and remitted to the State from audits or examinations of the records of any holder or person to determine compliance with RSA Chapter 471-C, Custody and Escheat of Unclaimed and Abandoned Property effective upon Governor and Council approval from July 1, 2025 to June 30, 2028. **100% Other Funds** (Abandoned Property Funds).

Funding is available in the following account and is anticipated to be available upon the availability and continued appropriation of funds in future operating budgets. ABANDONED PROPERTY 01-38-38-380510-80210000-020-500254.

020-500254	FY2026	FY2027	FY2028
Audit Fees	$1,400,000	$1,400,000	$1,400,000

EXPLANATION

This item is **Sole Source** due to the fact that State Treasury contracts with all known vendors which provide unclaimed property audit services to states. RSA 471-C, New Hampshire's Unclaimed and Abandoned Property Law, provides that the State Treasurer may contract with other entities to identify, recover, and remit unclaimed or abandoned assets (e.g. cash and securities) through audit or examination of records. Such examinations are conducted largely with out-of-state holders of such property. State Treasury, upon report and remittance,

endeavors to contact the rightful owner who may then claim the property. Amounts not claimed shall be escheated and deposited in the General Fund.

State Treasury will contract with any reputable provider of audit or examination services that offers a competitive fee arrangement. The 10.25% fee is consistent with the existing rate level throughout this industry.

Respectfully requested,

[redacted]

Monica I. Mezzapelle
State Treasurer

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name TREASURY		1.2 State Agency Address 25 CAPITOL STREET, RM 121 CONCORD, NH 03301	
1.3 Contractor Name TREASURY SERVICES GROUP		1.4 Contractor Address 235 N. DUKE ST. SUITE 300 LANCASTER, PA 17602	
1.5 Contractor Phone Number 402 682 7260	1.6 Account Unit and Class 01-38-38-380510-80210000-020-500254	1.7 Completion Date 6/30/2028	1.8 Price Limitation SEE FEE SCHEDULE
1.9 Contracting Officer for State Agency MONICA I. MEZZAPELLE, STATE TREASURER		1.10 State Agency Telephone Number 603 271 2624	
1.11 Contractor Signature Date: 4/14/25		1.12 Name and Title of Contractor Signatory Shane Osborn, CEO	
1.13 State Agency Signature [redacted] Date: 4/16/25		1.14 Name and Title of State Agency Signatory MONICA I. MEZZAPELLE, STATE TREASURER	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: May 15, 2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials SO
Date 4/14/25

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.

Contractor Initials SD
Date 4/18/25

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.

Contractor Initials
Date 9/14/15

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.

Contractor Initials
Date 7/14/25

EXHIBIT A- SPECIAL PROVISIONS

A. Cooperation.

New Hampshire agrees to send such notices that may be required to each audit candidate naming Treasury Services Group, LLC ("TSG") as its agent and to assist TSG in obtaining access to the records that are necessary to complete its audit. In addition, the State Treasurer, or his/her designee, shall co-operate with TSG during conduct of the audit including, if necessary, assisting TSG in making demand for delivery for the unclaimed property.

B. Disclosure of Findings (Confidentiality)

1. TSG may, with the prior written consent of the holder, disclose information it may lawfully acquire hereunder to states other than states choosing to examine the holder using the services of TSG, and concerning the same examination period, except as prohibited by law.

2. Except as expressly permitted by this agreement, TSG shall not disclose any information it may obtain hereunder and all such information shall be confidential.

C. Suspension and Termination.

Upon providing written notice to TSG evidencing New Hampshire's concerns and the specific reasons for such, New Hampshire may suspend or terminate the contract or any specific examination, with or without good cause.

1. With respect to suspension or termination with good cause, where it appears to New Hampshire that TSG has had a material failure in the performance or the examination; or in the performance of any of the requirements of this contract; or that TSG is in material violation of a specific provision of this contract, the examination or the contract may be terminated upon written notice to TSG and TSG shall have 90 days to cure such failure(s) or violation(s). If TSG should fail to substantially cure the failure(s) or violation(s) then TSG shall be entitled to no more compensation under the contract, or for that examination, as the case may be.

2. With respect to suspension or termination without good cause, TSG shall cease all work on behalf of New Hampshire. TSG shall be entitled to its contracted contingency fee for any payments received by New Hampshire for the current reporting cycle and the years subject to audit by TSG on behalf of New Hampshire, howsoever those payments shall be made to New Hampshire including but not limited to payments made via audits by another contract auditor, New Hampshire auditors, reciprocity payments, a voluntary filing, or as part of a Voluntary Disclosure Agreement with New Hampshire.

Contractor Initials
Date 4/14/25

D. Custody of Records.

1. TSG is the custodian of records for the work performed under this agreement.

2. TSG shall maintain these records for seven (7) years after the end of performance of the agreement.

3. The Division shall have reasonable access to all records related to the performance of this agreement.

E. Choice of Law.

1. This agreement shall be governed by the laws of the State of New Hampshire.

2. TSG shall comply with all federal, state, and local laws applicable to the performance of this agreement.

F. Release and Indemnification.

When requested by the holder or the Abandoned Property Division ("Division"), TSG will prepare a Release and Indemnification Agreement from an approved template to be provided, and updated from time to time, by New Hampshire. Pursuant to said document New Hampshire shall release the holder from the reporting and delivery requirements of the property transferred, including the waiver of interest and/or penalties which could have been imposed thereon, if agreed to by the Division, and indemnify the holder against any claims by owners of the property, or other states, for property transferred in accordance with the abandoned property statutes of New Hampshire.

G. Severability.

If any term or condition of this agreement is declared invalid by a court of law, the validity of the remaining terms and conditions shall not be affected.

H. Waiver.

The failure of the Division to enforce any provision of this agreement shall not constitute a waiver by the Division of that or any other provision.

I. Non-Exclusive Contract.

The Division may contract with other parties and entities to ensure compliance with the New Hampshire abandoned property law.

Contractor Initials
Date 4/14/23

J. Integration.

This TSG contract is fully integrated, and as such, constitutes the entire understanding of the parties. The parties agree there is no understanding or agreement other than the terms expressly stated or through the documents incorporated herein by reference. This agreement may only be modified by another writing signed by both parties.

K. Correspondence.

1. Correspondence to the Division should be addressed to:

   Treasurer, State of New Hampshire
   Abandoned Property Division
   25 Capitol Street
   Room 121
   Concord, NH 0330)-6312

2. Correspondence to Treasury Services Group, LLC should be addressed to:

   Treasury Services Group
   235 N Duke St. #300
   Lancaster, PA 17602

Contractor Initials PO
Date 4/14/25

EXHIBIT B - SERVICES TO BE PERFORMED

A. Identification of Unclaimed Property.

1. TSG shall conduct an examination, identify, and demand delivery of unclaimed property from holders that are subject to report and deliver said property under New Hampshire abandoned property law.

2. The period in which TSG shall examine and identify unclaimed property shall consist of the current reporting cycle as of the date of commencement of examination, as well as any prior reporting cycles for which property remains unclaimed and unreported.

3. TSG shall, when examining for New Hampshire, adhere to New Hampshire's abandoned property law, as defined in RSA 471-C and Code of Administrative Rules. New Hampshire shall notify TSG of all changes in its statutes or administrative rules initiated by or made known to the State Treasurer. TSG shall be responsible for performance in accordance with current laws and regulations whether state or federal.

4. It is understood by the parties that TSG shall not commence an examination on behalf of New Hampshire without first obtaining New Hampshire's written consent or direction.

5. The holding of the U. S. Supreme Court in Texas v. New Jersey. 85 S. Ct. 1136 (1965), Pennsylvania v. New York. 92 S. Ct. 2820, (1972), and Delaware v. New York. 113 S. Ct. 1550, (1993), and any applicable federal legislation regarding which state has the right to escheat property shall be followed.

    a. Where the name and last known address of the apparent owner according to the books and records of the holder is in New Hampshire, it shall be deemed to be reportable to New Hampshire.

    b. If the holder has never maintained records setting forth the name and last known address of the apparent owner, the property shall be deemed reportable to the state of incorporation of the holder. An address shall be deemed reportable to the state of incorporation of the holder. An address shall be deemed to mean a description of location sufficient for the delivery and receipt of mail. Where no addresses presently exist, but the holder at one time maintained addresses of the apparent owners, the property shall be deemed reportable to the state of incorporation of the holder. Where no address exists, but the records of the holder establish that the apparent owner resided in New Hampshire, TSG shall advise New Hampshire and the holder's state of incorporation, for the purposes of determining which state possesses the priority claim to the funds.

Contractor Initials _____
Date 4/14/25

c. Where the address of the apparent owner cannot be readily ascertained, but in fact exists in the books and records of the holder, sampling techniques will be used to allocate the property among the states participating in the review. In such event, if required, sampling techniques will also be utilized to ascertain the proportion of the total reportable property for which the holder has names and last known addresses. TSG shall notify New Hampshire when sampling techniques under this paragraph are being used.

d. If the above rules do not provide for a case, or the state having the priority claim cannot be determined, TSG shall notify New Hampshire of such fact if the holder is incorporated in New Hampshire or if an address in New Hampshire may be established from the books or records of the holder.

e. In the event that the state of priority claim provides for an exemption, deduction, exclusion or otherwise does not choose to assert jurisdiction over the property, New Hampshire shall be the state for reporting this property where it is the state of incorporation, and further shall be a state of proportion for reporting such property as described above in subparagraph (c) where it is not the state of incorporation.

6. If for certain periods the amount of reportable property cannot be ascertained from the books and records of the holder, projection and estimation techniques may be used to determine the reportable amounts for such periods. If names and addresses exist with respect to the abandoned property used in the projection and estimation, the names and addresses shall not be used to determine which state has the priority claim to the abandoned property estimated to be due.

7. All sampling and projection and estimation techniques used by TSG shall be a method approved by the State Treasurer, or his/her designee prior to their use.

B. Demand and Delivery of Unclaimed Property.

1. Prior to issuing any demand to a holder, TSG will submit a Report of Examination ("ROE") to the Division for its review and consideration.

2. Once the ROE has been approved by the Division, TSG will issue the demand for property to the holder, collect and reconcile the amounts due and coordinate the remittance of both the property and electronic files to the Division.

3. All cash property collected on behalf of the Division will be placed in an escrow account held in trust for the benefit of the Division. Property collected on behalf of the Division will not be co-mingled with property collected on behalf of any other state.

Contractor Initials SO
Date 4/14/20

4. Upon receiving property from a holder TSG will review the demand for payment to ensure that all amounts due have been satisfied by the holder. Any discrepancies will be immediately referred back to the holder for research.

5. After reconciling the remittance made to TSG, TSG will transfer the property to the Division, complete with the following information:

    a. A detailed notification to the Division that property has been remitted to the Division from TSG.

    b. TSG will include an explanation as to why remittances may differ in value from TSG's ROE.

    c. A NAUPA formatted detail file for immediate upload to the Division's system.

    d. An invoice for TSG's fee based upon the contracted rate and the value of the remitted property.

C. Enforcement.

1. If a holder refuses to subject itself to an examination by TSG, or is uncooperative in an ongoing examination by TSG, or refuses to remit funds after demand, then TSG will notify the Division within seven (7) days of such occurrence.

2. TSG cannot initiate legal action against or enter into an agreement with a holder on behalf of New Hampshire.

3. TSG may inform a holder of New Hampshire's law regarding penalties and interest.

4. TSG may not impose, or threaten to impose, penalties and/or interest.

5. If a holder of unclaimed property agrees to work with TSG in order to comply with New Hampshire's unclaimed property law (a voluntary disclosure), then TSG shall report said property under this agreement under the following conditions: (1) only if TSG obtains the consent of the holder; and (2) only if TSG thereafter provides evidence of its agreement with the holder to New Hampshire at the time of the disclosure.

6. New Hampshire shall compensate TSG for unclaimed property processed under the terms of this contract even though New Hampshire may receive the Examination Report and/or TSG's invoice after the expiration of this or any successor contracts.

Contractor Initials
Date 4/14/26

D. Examination Procedures.

1. All findings in connection with the examination of holders and the demands for payment of the unclaimed property shall be made pursuant to the laws of New Hampshire, as defined in RSA 471-C.

2. The examination of the books and records of unclaimed property and the demand for delivery of reportable property shall be made pursuant to the laws of New Hampshire and shall adhere to New Hampshire's abandoned property examination standards.

E. Time of Performance.

1. If an examination is commenced during the term of this contract, and extends beyond the term of this contract, then TSG shall be compensated according to the terms and conditions of this agreement.

Contractor Initials
Date 4/14/25

EXHIBIT C - FEES and CHARGE

A. Compensation.

1. In instances where New Hampshire initiates the examination and whereas other states may or may not choose to notify the holder that it also wishes to conduct an abandoned property examination using the services of TSG, then the method of compensation shall be contingent fee.

2. In instances where New Hampshire is NOT the initiating state and New Hampshire chooses to notify the holder that it also wishes to conduct an abandoned property examination using the services of TSG, then the method of compensation shall also be contingent fee.

3. The contingency fee shall be **10.25%** of gross amount reported and remitted to New Hampshire as a result of the examination. The fee will be determined by the amount of unclaimed funds and/or securities (including interest and penalties if assessed) for the current reporting cycle, as well as the past due reporting cycle(s), evidenced in the abandoned property examination report.

4. TSG shall be responsible for the payment of all of its expenses (including any person or entity engaged by TSG) incurred in connection with all services it may provide hereunder.

B. Payment

1. For performance complying with the terms and conditions of this agreement TSG shall be entitled to payment according to the following formula:

2. The fee is **10.25%** of the gross amount identified, reported and remitted or delivered to New Hampshire. New Hampshire shall use its best efforts to make payment within 30 days of receipt of the Report and remittance to New Hampshire or within 30 days of receipt of TSG's invoice, whichever is later.

3. In the event a holder fails, neglects or refuses to remit the subject property after receipt of ROE by TSG, and after thirty (30) day demand has been made for payment, and New Hampshire is thereafter required to take any additional measures to recover the property identified, TSG's fee shall be based on the net recovery of the value of the subject property after reduction to account for the cost of any and all actions by the New Hampshire to effect said recovery.

Contractor Initials SD
Date 9/18/15

C. Prohibition of Payment by Holder/Agent.

1. TSG, its agents, servants or employees shall not solicit, accept, contract for, pay or receive compensation in any form or manner, from any holder for whom TSG has received New Hampshire's authorization to conduct a general ledger audit/examination or securities audit/examination. This paragraph shall apply during the general ledger audit/examination, securities audit/examination, within the one (1) year immediately following the conclusion of the audit/examination, and for the three (3) years immediately preceding the date of New Hampshire's authorization.

Contractor Initials SB
Date 4/14/26

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 TREASURY SERVICES GROUP, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on July 22, 2014. 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: 711907

Certificate Number: 0007064287

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of February A.D. 2025.

David M. Scanlan

Secretary of State

State of New Hampshire
Department of State
2025 ANNUAL REPORT

Filed
Date Filed: 2/24/2025
Effective Date: 2/24/2025
Business ID: 711907
David M. Scanlan
Secretary of State

BUSINESS NAME:	**TREASURY SERVICES GROUP, LLC**
BUSINESS TYPE:	**Foreign Limited Liability Company**
BUSINESS ID:	**711907**
STATE OF FORMATION:	**Delaware**

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
235 N. Duke St Suite 300 Lancaster, PA, 17602, USA	**235 N. Duke St Suite 300 Lancaster, PA, 17602, USA**

REGISTERED AGENT AND OFFICE	
REGISTERED AGENT:	**INCORP SERVICES, INC. (420703)**
REGISTERED AGENT OFFICE ADDRESS:	**152 S Mast Street Goffstown, NH, 03045, USA**

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / Financial Services.	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Shane Osborn	**235 N. Duke St., Suite 300, Lancaster, PA, 17602, USA**	**Chief Executive Officer**

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

Title:	**Chief Executive Officer**
Business Name:	**Treasury Services Group, LLC**
Name of Signer:	**Shane Osborn**
Title of Signer:	**Chairman of the Board of Directors**

TSG
TREASURY SERVICES GROUP

OFFICER'S CERTIFICATE OF AUTHORITY
for
TREASURY SERVICES GROUP, LLC

As of this day, April 14, 2025, the undersigned, Shane Osborn, Chief Executive Officer and Alex Kauffman, President of Treasury Services Group, LLC, a Delaware limited liability company (the Company) are authorized to execute the contract to bind the business organization on behalf of the firm.

The Company is a Service-Disabled Veteran-Owned Small Business Concern ("SDVOSBC"), as such terminology is defined in Code of Federal Regulations (CFR) 13 C.F.R. § 125.8-125.10.

Shane Osborn and Alex Kauffman also serve as Company Managers with, among other things,

(i) the authority, discretion, obligation and responsibility to manage and control the affairs of the Company
(ii) the authority to make all decisions and take all actions with respect thereto and
(iii) to full power and authority to enter into any contract or to execute any instrument in the name of and on behalf of the Company.

IN WITNESS WHEREOF:

Shane Osborn, CEO

Alex Kauffman, President

235 N. Duke St., Suite 300 • Lancaster, PA 17602 • Tel: 402.682.7260 • Fax: 402.939.0200
www.treasuryservicesgroup.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/6/2025

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
Strickler Agency - Carlisle
85 Alexander Spring Rd
Carlisle PA 17015

CONTACT NAME:
PHONE (A/C, No, Ext): 717-243-2921 FAX (A/C, No): 717-243-6543
E-MAIL ADDRESS: certificates@stricklerins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Co	19682
INSURER B: Travelers	25658
INSURER C: ACE American Insurance Co	20702
INSURER D: Lloyd's	
INSURER E:	
INSURER F:	

INSURED TREASER-01
Treasury Services Group LLC
235 N. Duke Street, Suite 300
Lancaster PA 17602

COVERAGES CERTIFICATE NUMBER: 1990760654 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	44 SBA BA9379	7/25/2024	7/25/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR	Y	N	44 SBA BA9379	7/25/2024	7/25/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED [X] RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	UB-0X210040-24-42-G	7/25/2024	7/25/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	CRIME	N	N	106950038	7/25/2024	7/25/2025	Limit	5,000,000
C	CYBER LIABILITY	N	N	F16276297004	7/25/2024	7/25/2025	Limit	5,000,000
D	EXCESS CYBER LIABILITY	N	N	ESN0440023982	7/25/2024	7/25/2025	Limit	5,000,000

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

Coverage applies on a primary/non-contributory basis to additional insureds with respect to General Liability & Umbrella if required by written contract with named insured. Waiver of Subrogation applies to General Liability & Workers Compensation if required by written contract with named insured.

Professional Liability: Policy: 0311-4348; Effective:7/25/2024-7/25/2025; $3,000,000.

President and CEO Excluded on Workers Compensation.

CERTIFICATE HOLDER

New Hampshire State Treasury
Abandoned Property Division
25 Capitol Street, Room 205
Concord NH 33016312
USA

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
Jodi Young

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