



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

14
JBM

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

January 15, 2014

Her Excellency, Governor Margaret Wood Hassan
and Honorable Council
State House
Concord New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Administrative Services to enter into a 48-month lease agreement with Lake Sunapee Bank, 9 Main Street, Newport NH 03773 (Vendor #154045) in the amount of \$67,493.76 for a Collator Bookletmaker Machine on behalf of the Bureau of Graphic Services. Effective upon Governor and Council approval for the period of 48 months from date of installation and acceptance of the equipment by the State. 100% Agency Income.
2. Further, upon approval of Requested Action #1, authorize the Department of Administrative Services on behalf of the Bureau of Graphic Services to enter into an agreement with Duplo USA Corporation, Santa Ana, CA 92705 (Vendor # 253602) to supply and install a Collator/Bookletmaker and to provide training and a ninety (90) day warranty. The term of this Contract shall commence upon approval by the Governor and Executive Council and will extend for the ninety (90) day warranty period after the delivery, installation and acceptance of the equipment by the State. All costs are included in the lease agreement with Lake Sunapee Bank Requested in Action #1.

Funding is available in the following accounts upon availability and continued appropriations for all fiscal years with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

01-14-14-141510-34030000-500257 Bureau of Graphic Services

<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>Total</u>
\$4,218.36	\$16,873.44	\$16,873.44	\$16,873.44	\$12,655.08	\$67,493.76

EXPLANATION

The Bureau of Graphic Services is located at 12 Hills Avenue, Concord, NH. On February 26, 2010, part of this building sustained critical damage during a severe storm. The worst damage occurred in the Print Shop located on the third floor. As a result, all salvageable Print Shop equipment and other items had to be moved and the remaining contents demolished.

The Print Shop's collator, an automated device that collates, trims, stitches and folds print items, was one of the pieces of equipment that was damaged beyond repair. When the Print Shop moved back to the newly constructed third floor in June 2011, they were fortunate enough to purchase a much older collator for \$100 from the Department of Transportation through Surplus Distribution and used a combination of this collator and existing parts of the damaged collator to regain some collating functionality.

Although the Print Shop hoped to keep the pieced-together collator until the FY 2016/2017 biennium, the device does not provide full functionality and is failing. In addition, repair parts are difficult, if not impossible, to acquire due to the age of the device.

The Print Shop must replace this collator in order to continue serving customers as per RSA 21-1:12 (IV). A collator is a vital piece of automated equipment which is used consistently to compile and finish print jobs. The automation it provides is a major cost savings over manual processes. This savings is passed on to State Agency customers.

The Bureau of Graphic Services will own the equipment at the end of the lease term. The lease with Lake Sunapee Bank has been approved by the Treasurer as to form and financing criteria of 4.75% for total interest paid being \$7,171.15. A purchase outright of the equipment is \$60,322.61. Chapter 144:12, Laws of 2013 authorizes the lease of this equipment.

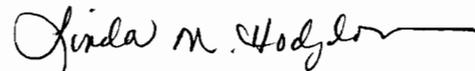
A solicitation for the purchase/lease of a Collator/Bookletmaker Machine was released and posted on the Purchase and Property Website on August 28, 2013. Five Vendors submitted bids with the lowest bid being from Duplo USA Corporation.

This Bid solicited responses in three different classes, each with its own specifications. The classes differed in terms of the type of transaction requested (purchase or lease) and in terms of the required machine characteristics, according to factors such as speed, automation, number of bins, and whether the machine was new or refurbished. Bidders were allowed to make offers in any of the three classes. The State was to determine from which of the three classes to purchase from based on what would best suit the operational needs and available budget of the Bureau of Graphic Services. The bid was to be awarded to the qualified bidder offering the lowest total price in the chosen class that met or exceeded all the specifications and requirements for that class.

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Bids were solicited for the straight purchase of both refurbished and new equipment and for either a 48 month or 60 month lease of new equipment. Bids were received from four different bidders and at least two bids were submitted for each different class of specifications. The Duplo 48-month lease for new equipment was selected as the lowest bid in the class determined to have best suited the operational needs and available budget of the Bureau of Graphic Services.

Respectfully submitted,

A handwritten signature in black ink, reading "Linda M. Hodgdon" with a long horizontal flourish extending to the right.

Linda M. Hodgdon
Commissioner

Graphic Services

Req 141096

DESCRIPTION

<p><u>CLASS 1</u></p> <ul style="list-style-type: none"> • STRAIGHT PURCHASE • REFURBISHED OR LOW-MILEAGE EXC. COND. • MIN. 16 BINS • MIN. 2,400 BK/HR • MANUAL SETUP OF BOOKLETMAKER & 	<p>Straight Purchase Price, delivered & installed: Machine Description (List brand, model numbers of all components & other relevant info. Attach extra sheets if necessary):</p>
<p><u>CLASS 2</u></p> <ul style="list-style-type: none"> • STRAIGHT PURCHASE • REFURBISHED OR LOW-MILEAGE EXC. COND. • MIN. 20 BINS • MIN. 3,000 BK/HR • AUTO SETUP OF BOOKLETMAKER & 	<p>Straight Purchase Price, delivered & installed: Machine Description (List brand, model numbers of all components & other relevant info. Attach extra sheets if necessary):</p>
<p><u>CLASS 3</u></p> <ul style="list-style-type: none"> • QUOTES REQUESTED ON STRAIGHT PURCHASE, PLUS 2 LEASE SCENARIOS • ALL-NEW EQUIP. • MIN. 20 BINS • MIN. 3,000 BK/HR • AUTO SETUP OF BOOKLETMAKER & 	<p>Straight Purchase Price, delivered & installed: On a 48 month lease-to-own: Monthly Lease Payment: Total Payout: On a 60 month lease-to-own: Monthly Lease Payment: Total Payout: Machine Description (List brand, model numbers of all components & other relevant info. Attach extra sheets if necessary):</p>

	Offtech of Maine	Bell & Howell	Duplo USA	A L Larsen	A L Larsen
CLASS 1	NO BID	NO BID	NO BID	\$ 31,500.00	\$ 49,750.00
CLASS 2	NO BID	NO BID	\$ 59,988.00	\$ 59,995.00	
CLASS 3	\$ 101,180.30	\$ 100,185.20	\$ 69,430.20	NO BID	
	\$ 2,259.36/Month	\$ 2,267.39/Month	\$ 1,408.12/Month	NO BID	
	108,449.28	108,834.95	67,493.76		
	\$ 1,851.60/Month	\$ 1,869.74/Month	\$ 1,157.17/Month	NO BID	
	111,096.00	112,184.42	69,430.20		

BIDDER DISTRIBUTION LIST (PART 1 OF 2)

Tom Pelusi
A.L. Larsen
TPelusi@allarsen.com

Andrew Dunbar
AED Reprographics, LLC
adunbar4@myfairpoint.net

Cyndi Christie
McIntire Business Products
Cyndi@mbp-inc.com

John Boliver
Superior Offset Repair & Supply
jboliver57@msn.com

Steve Ranco
Offtech of New England
sranco@offtechne.com

LCE Graphics
lcegraphicservices@gmail.com

America's Best Printing Products
mark@abpsandiego.com

PART 2 of 2

Senders: [All] [Man] [Trash] [Other Users]

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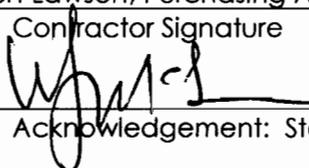
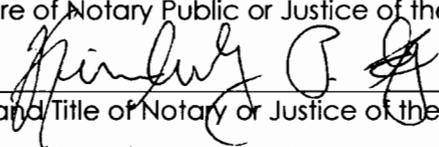
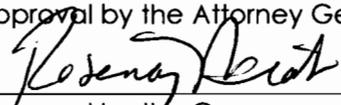
Subject: Lease of Collator Booklet Maker Machine

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Lake Sunapee Bank, fsb		1.4 Contractor Address 9 Main St., Newport, NH 03773	
1.5 Contractor Phone Number 800 281-5772	1.6 Account Number 01-14-14-141510- 34030000-500257	1.7 Completion Date April 30, 2018	1.8 Price Limitation \$67,493.76
1.9 Contracting Officer for State Agency Robert Lawson, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3147	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William J. McIver EVP	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Sullivan</u> On <u>January 22, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name and Title of Notary or Justice of the Peace Kimberly P. Flg			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Administrative Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>2-4-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

9.2 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.

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. 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. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

WAM
Page 5 of 17
5 of 10

Contractor Initials WAM
Date 1/22/14

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

PURPOSE

The Contractor agrees to provide financing for a Duplo Model DCS-10/20 Collator Booklet Maker to the State of New Hampshire, in accordance with RFB 42-14, and as described herein.

1.1 SCOPE

This contract is to establish a financing agreement for the purchase of equipment for the State of New Hampshire, Bureau of Graphic Services.

The financing contract is for a Duplo Model DCS-10/20 Collator Booklet Maker

The equipment will be delivered to:

NH Bureau of Graphic Services
12 Hills Avenue
Concord, NH 03301

1.2 TERM

The term of this contract shall be for a term of forty eight months (48) commencing upon approval by the State of New Hampshire Governor and Council, and upon the delivery of the Duplo Model DCS-10/20 Collator Booklet Maker and acceptance by the State.

The State of New Hampshire Contract Manager, Mr. Robert Lawson will issue the bank a formal notification to proceed with the payments.

EXHIBIT B
PAYMENT TERMS

Contractor shall provide as described in Exhibit A services based upon the terms and prices reflected in this exhibit.

1.1 TOTAL

The contract price limitation for this finance agreement is \$67,493.76. The following pricing and payment terms apply:

1.2 INVOICING

Payments are to be made monthly in arrears for a period of 48 months. Monthly payments are to be \$1,406.12.

All invoices and payments will be made in accordance with this Equipment Finance Agreement.

EXHIBIT C
SPECIAL PROVISIONS

1. Delete Paragraph 14.1.1 and substitute the following: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and
2. There are no other special provisions for this contract.


~~Page 15 of 17~~
PAGE 8.1 of 10

Contractor Initials WMM
Date 1/22/14

EXHIBIT D

RFB 42-14 is incorporated herewith.

EXHIBIT E
EQUIPMENT DESCRIPTION

DUPLO COLLATOR/BOOKLETMAKER SYSTEM
Ref: Bid#42-14, State of New Hampshire

- 1) DSC-10/20 Air suction feed 10-bin Collator A Tower
- 2) DSC-10/20 Air suction feed 10-bin Collator B Tower
- 3) DSC-1020BRIDGE Bridge unit for DSC-10/20 Towers
- 4) LUL-HM Lift Unit/Hand Marry Connector
- 5) DSC-1020STACKR Rear Stacker Unit for DSC-10/20
- 6) DBM-350 Automatic setting bookletmaker
- 7) DBM-350T Face Trimmer
- 8) AAO-DBM350CSKIT Corner/Side Stitch Kit

Certificate

I, Stephen R. Theroux, President of Lake Sunapee Bank, fsb do hereby certify that:

- (1) I am duly elected and acting President and Chief Executive Officer of Lake Sunapee Bank, fsb a Federally Chartered Savings Bank.
- (2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;
- (3) I am duly authorized to issue certificates;
- (4) The following are true, accurate and complete copies of the resolution adopted by the Board of Directors of Lake Sunapee Bank at a meeting of the said Board of Directors held on the 22nd day of January 2014, which meeting was duly held in accordance with the by-laws of the Lake Sunapee Bank:

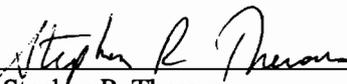
RESOLVED: That Lake Sunapee Bank enter into a contract with the State of New Hampshire, acting by and through the Bureau of Graphic Services, and that William McIver, Executive Vice President & Chief Operating Officer, be and is hereby is authorized and directed for and on the behalf of this Bank to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Bank any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as he may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any office of this Bank affixed to any instrument of document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind the Bank thereby;

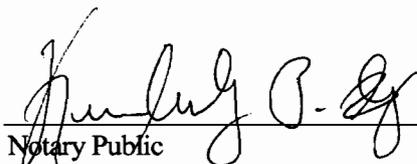
The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person has been duly elected and now occupy the office indicated below

William J. McIver, Executive Vice President & Chief Operating Officer

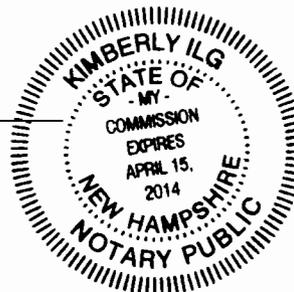
IN WITNESS WHEREOF, I have hereunto set my hand as the President and Chief Executive Officer of Lake Sunapee Bank and have affixed its corporate seal this 22nd day of January 2014.



Stephen R. Theroux
President and Chief Executive Officer



Notary Public
State of NH
County of Sullivan
January 22, 2014



State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Lake Sunapee Bank FSB is a New Hampshire trade name registered on November 14, 2011 and that Lake Sunapee Bank FSB presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of December, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

LAKES-1 OP ID: BC

DATE (MM/DD/YYYY)
12/04/2013

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 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 McCrillis & Eldredge Ins, Inc. 2 North Main Street Newport, NH 03773 David McCrillis		Phone: 603-863-3636 Fax: 603-863-5177	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED New Hampshire Thrift Bancshares Inc ETAL Steve Theroux PO Box 29 Newport, NH 03773		INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31325	

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CPA150038729	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUA002143227	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	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	WCA002143029	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 DUPLO BOOKLETMAKER. LAKES SUNAPEE BANK, FSB IS NAMED INSURED.

CERTIFICATE HOLDER MISCEL1 State of NH, Administrative Services, Purchasing agent, Robert Lawson or his/her successor, Bureau of Purchase and Property 25 Capitol Street, RM 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ben A Cochran</i>
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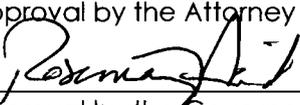
Subject: Lease of Collator Booklet Maker Machine

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Duplo USA Corp.		1.4 Contractor Address 3050 S. Daimler St., Santa Ana, CA 92705	
1.5 Contractor Phone Number 949 752-8222	1.6 Account Number 01-14-14-141510- 34030000-500257	1.7 Completion Date February 28, 2018	1.8 Price Limitation \$67,493.76
1.9 Contracting Officer for State Agency Robert Lawson, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3147	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Si Nguyen, National Business Development	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Administrative Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 2-4-14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange }

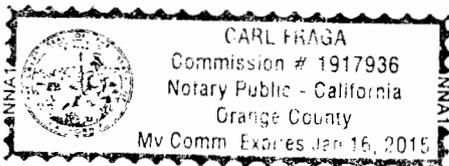
On November 18th, 2013 before me, Carl Fraga, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Si Nguyen
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement

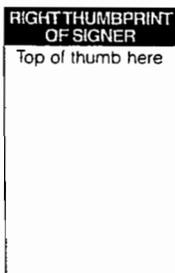
Document Date: 11/18/2013 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

9.2 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.

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. 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. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

Duplo USA Corporation (hereinafter referred to as the "Contractor") hereby agrees to supply and install for the State of New Hampshire a Collator Booklet Maker Machine in accordance with NH State Bid #42-14 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 2-14
- f. EXHIBIT E Equipment Description

3. SCOPE

This Contract is to establish an agreement to supply and install a Collator Booklet Maker for the State of New Hampshire, Bureau of Graphic Services. This Contract is for the Lease-to-Own of a Duplo Model DCS-10/20 Collator Booklet Maker for 48 monthly payments. The Leasing contract will be a separately executed financing agreement with Lake Sunapee Bank.

4. TERM OF CONTRACT

The term of this Contract shall commence upon approval by the Governor and Council and will extend for the ninety (90) day warranty period after the delivery, installation and acceptance of the equipment by the State. The State of New Hampshire Contract Manager, Mr. Robert Lawson will issue a formal notification upon State acceptance.

5. INSTALLATION REQUIREMENTS

Contractor shall provide complete professional setup and installation of the system, sufficient to bring it to full production readiness.

6. WARRANTY REQUIREMENTS

Contractor shall be required to warranty all of the equipment for a period of not less than 90 days. The warranty period shall begin on the date the machine is accepted and signed off as fully installed and operational by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, technical support, travel, lodging and expenses required to fully and correctly repair any operational fault or breakdown that occurs during the warranty period in any part or system, or in any hardware, software or firmware of the provided equipment.

7. DELIVERY

Contractor shall bear all costs of delivery of equipment. The shipment shall be F.O.B. Destination to:

NH Bureau of Graphic Service
12 Hills Avenue
Concord, NH 03301

8. DELIVERY TIME

Contractor shall complete delivery and installation of the equipment within 60 calendar days after receipt of Purchase Order or sooner.

9. DELIVERY FACILITIES

The delivery location has a loading dock, dock plate and pallet jack. The loading dock bay door is 7'2" wide x 7'4" high.

The equipment shall be installed in a 3rd floor production area. There is a freight elevator near the loading dock, which can be used to carry the equipment up to the 3rd floor production room. The elevator has a nominal weight capacity of 4,000 lbs. (6,000 lbs. while stationary for loading) and dimensions of 7' wide x 8' deep x 7' high.

10. TRAINING

Contractor must provide a minimum of four (4) hours of training for two experienced bindery operators (together), to be provided after installation has been accepted as complete. Training must cover job setup, adjustment, production operation and normal lubrication & maintenance expected of the operator, for the whole system.

EXHIBIT B
PAYMENT TERMS

The Contract price limitation for this Contract is \$0.00; no payments shall be made by the State to the Contractor. The equipment/installation expenses shall be financed through a separately executed financing agreement.

EXHIBIT C
SPECIAL PROVISIONS

1. Delete Paragraph 14.1.1 and substitute the following: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and
2. There are no other special provisions for this contract.

EXHIBIT D

RFB 42-14 is incorporated herewith.

EXHIBIT E
EQUIPMENT DESCRIPTION

DUPLO COLLATOR/BOOKLETMAKER SYSTEM

Ref: Bid#42-14, State of New Hampshire

- 1) DSC-10/20 Air suction feed 10-bin Collator A Tower
- 2) DSC-10/20 Air suction feed 10-bin Collator B Tower
- 3) DSC-1020BRIDGE Bridge unit for DSC-10/20 Towers
- 4) LUL-HM Lift Unit/Hand Marry Connector
- 5) DSC-1020STACKR Rear Stacker Unit for DSC-10/20
- 6) DBM-350 Automatic setting bookletmaker
- 7) DBM-350T Face Trimmer
- 8) AAO-DBM350CSKIT Corner/Side Stitch Kit

November 18, 2013

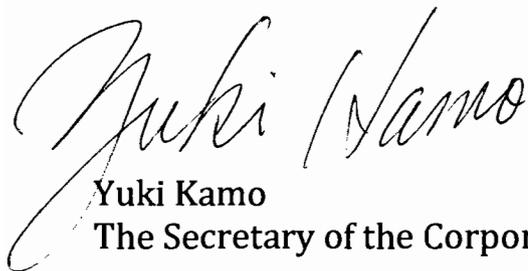
Certificate of Authority

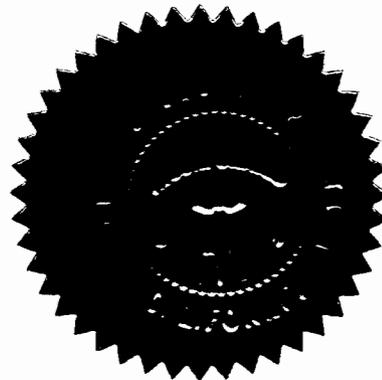
Contractor Name: Duplo USA Corporation

Re: State of New Hampshire Administrative Services

Account#: 01-14-14-141510-34030000-500257

This letter states that Duplo USA Corporation, authorizes Si Nguyen, National Business Development to have corporate authority to sign the contract and agreements for the State of New Hampshire that was awarded to Duplo USA Corporation.


Yuki Kamo
The Secretary of the Corporation



State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Duplo USA Corporation, a(n) California corporation, is authorized to transact business in New Hampshire and qualified on December 4, 2013. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of December, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MS

DATE (MM/DD/YYYY)
10/24/13

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 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 Yamasaki Insurance Agency 1840 W 186th Street, Suite 200 Torrance, CA 90504 YAMASAKI INSURANCE AGENCY		310-323-5661 310-323-5414	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: DUPLO-1	FAX (A/C, No):
INSURED Duplo USA Corporation 3050 S. Daimler Street Santa Ana, CA 92705	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : Mitsui Sumitomo Ins Co of Amer		20362	
	INSURER B : Sompo Japan Insurance Company		11126	
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		PKG3125128	10/01/13	10/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMP BEN \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BVR8405065 (CA & VA) BVR8405612 (PA)	10/01/13	10/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB5306202	10/01/13	10/01/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
B	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 <input type="checkbox"/> N/A	WCN40642Q0	10/01/13	10/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 It is hereby agreed that the certificate holder is named as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire, Administrative Services,
 Purchasing agent, Robert Lawson or his/her successor,
 Bureau of Purchase and Property
 25 Capital Street, Room 102
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NH State Treasury Agency Lease Questionnaire

**CHAPTER 6
STATE TREASURER AND STATE ACCOUNTS**

State Leases

6:35 State Leases. – The 10-year limitation does not apply to leases for state facility energy cost reduction projects pursuant to RSA 21-I:19-a through RSA 21-I:19-e, which shall be subject to the term limitation applicable to energy performance contracts, as defined therein. The treasurer may establish financing criteria to be met by any state agency or department before entering into leases for equipment. *In no instance shall the term of such lease exceed 10 years. For purposes of this section "leases" shall include lease-purchase, sale and lease back, installment sale, or other similar agreements entered into by various agencies or departments to acquire such equipment from time to time for the agencies or departments; provided that funding for such equipment leases was specifically approved by the legislature in a budget. Payment obligations under any lease entered into under this section shall be subject to annual appropriation and shall not be treated as debt obligations of the state.* Nothing in this chapter shall prohibit the treasurer from entering into financing agreements or executing any related documents, including any document creating or confirming any security interest retained by the seller or lessor of the equipment. *(emphasis added)*

Please read RSA 6:35 to familiarize yourself with the statutory requirements for State of New Hampshire lease transactions. In order to provide a brief overview of the asset and financing arrangement, please submit responses for the following items:

1. Has funding for the lease payments under consideration been specifically approved by the state legislature? Please provide a copy of the relevant excerpt from the biennial operating budget containing the line item for the appropriate accounting unit.
Please see attached Letter 10-16-2013 G&C Item 22 to budget and expend agency revenues from Fiscal Year 2013 for FY14 and FY15 to Lease Collator/Booklet Maker. Item approval also attached.

2. Has the financing schedule been submitted to the Deputy State Treasurer for analysis and approval? If so, confirm rate found to be reasonable and that there are sufficient appropriations available to cover the lease payments. If not, what is the time frame for submission?
This agreement has been reviewed by William Dwyer of Treasury @ 271-2628. The IRR Analysis is attached at 4.75%. Total Interest For 48 Months; \$7,171.15. Purchase Outright \$60,322.61.

3. Have both the Department of Administrative Services (DAS) and the Attorney General's office (AGO) been notified so that they can conduct their reviews of the lease documentation? If so, please provide the contact information for those conducting the review at DAS and AGO. If not, what is the time frame for submission?
DAS Contact: Dott McMenemy @ 271-1445 and Sheila Gagnon @ 271-1470. AGO Contact Rosemary Wiant @ 271-3650.

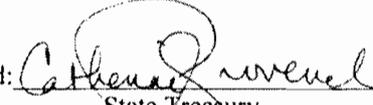
If an Escrow Agreement is involved, will it require a State bank account? Who will be the signatory(ies)? Please provide a brief summary of how the account will operate. Has Governor & Council approval to open the State bank account been obtained? (attach appropriate documentation for the escrow agreement, if needed)

N/A

Please note that the State Treasury will determine whether to seek bond counsel approval for this transaction. Therefore please include a completed IRS Form 8038-GC with this submission.

Submitted by: Kathleen Carr
Phone/Email: 603-271-3205
Date: 01/09/2014

Position Title/Agency: DAS; BGS Administrator

Reviewed/Approved: 
State Treasury

Date: 1/13/2014

Attachment For Treasury Questionnaire #2: IRR Analysis

DAS Graphics Services 4-year Collator/Bookletmaker Lease Agreement

4.75% IRR

1	2/1/2014	60,322.61
2	3/1/2014	(1,406.12)
3	4/1/2014	(1,406.12)
4	5/1/2014	(1,406.12)
5	6/1/2014	(1,406.12)
6	7/1/2014	(1,406.12)
7	8/1/2014	(1,406.12)
8	9/1/2014	(1,406.12)
9	10/1/2014	(1,406.12)
10	11/1/2014	(1,406.12)
11	12/1/2014	(1,406.12)
12	1/1/2015	(1,406.12)
13	2/1/2015	(1,406.12)
14	3/1/2015	(1,406.12)
15	4/1/2015	(1,406.12)
16	5/1/2015	(1,406.12)
17	6/1/2015	(1,406.12)
18	7/1/2015	(1,406.12)
19	8/1/2015	(1,406.12)
20	9/1/2015	(1,406.12)
21	10/1/2015	(1,406.12)
22	11/1/2015	(1,406.12)
23	12/1/2015	(1,406.12)
24	1/1/2016	(1,406.12)
25	2/1/2016	(1,406.12)
26	3/1/2016	(1,406.12)
27	4/1/2016	(1,406.12)
28	5/1/2016	(1,406.12)
29	6/1/2016	(1,406.12)
30	7/1/2016	(1,406.12)
31	8/1/2016	(1,406.12)
32	9/1/2016	(1,406.12)
33	10/1/2016	(1,406.12)
34	11/1/2016	(1,406.12)
35	12/1/2016	(1,406.12)
36	1/1/2017	(1,406.12)
37	2/1/2017	(1,406.12)
38	3/1/2017	(1,406.12)
39	4/1/2017	(1,406.12)
40	5/1/2017	(1,406.12)
41	6/1/2017	(1,406.12)
42	7/1/2017	(1,406.12)
43	8/1/2017	(1,406.12)
44	9/1/2017	(1,406.12)
45	10/1/2017	(1,406.12)
46	11/1/2017	(1,406.12)
47	12/1/2017	(1,406.12)
48	1/1/2018	(1,406.12)