

GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF STATE  
SAN JUAN, PUERTO RICO

Contract no. 2012-0000 54

*Contract for the Codification, Editing and Publication of the  
The Laws of Puerto Rico Annotated,  
and Puerto Rico Session Laws enacted in years 2011, 2012, 2013, 2014 & 2015  
to be published in years 2012, 2013, 2014, 2015, & 2016 respectively.*

Agreement made this 13<sup>th</sup> day of January, 2012 between the Department of State of Puerto Rico acting through the Kenneth McClintock Hernández, Secretary of the Department of State of Puerto Rico, under the authority granted pursuant to Law No. 101 of 2002, hereinafter referred to as "The Department", and LexisNexis of Puerto Rico, Inc., a corporation duly organized under the laws of the Government of Puerto Rico with registration number 71-330, and principal offices Wilson Avenue, Puerta del Condado Building Suite 03, San Juan, Puerto Rico 00907, represented in this act by its Senior Director, José A. Figueroa Lugo, of legal age, and resident of Ohio, hereinafter referred to as "The Company".-----

**WITNESSETH**

The parties to this Agreement, in consideration of the mutual promises hereinafter set forth, agree to the following:-----

**SECTION ONE - PUBLICATIONS**

Upon the execution of this contract, the Company agrees to codify, edit and publish the following publications (the "Publications") pursuant to Law No. 395 of May 11, 1950, as amended, under the supervision of the Department of State, the Clerk of the Senate and the Clerk of the House of Representatives.-----

1. **Annual Cumulative Supplement** - The Company shall classify, edit and publish the Cumulative Supplement pocket part service and Index of the "*Laws of Puerto Rico Annotated*" and "*Leyes de Puerto Rico Anotadas*" for each particular year under this contract in the same form and workmanlike manner as the 2010 Cumulative Supplement for the Laws of Puerto Rico Annotated (LPRA) pursuant to the following terms and conditions:-----

- A. The Company will prepare editorially and publish in Spanish and English a cumulative upkeep pocket part service of "*Leyes de Puerto Rico Anotadas*" and "*Laws of Puerto Rico Annotated*" (hereinafter collectively referred to as "LPRA").--  
-----

B. The Company shall include in the cumulative upkeep pocket part service of LPRA all laws of a general and permanent nature enacted by the Legislature of Puerto Rico for the year previous to the year of publication beginning in year 2012 and ending in year 2016.-----

C. The Company shall include in the cumulative upkeep pocket part service of LPRA all laws and resolutions passed or adopted during the year previous to the year of publication by the Legislature, all laws and resolutions passed or adopted at any other Regular or Special Session of the Legislature at the time during the year previous to the year of publication by the Legislature, and the annotations for all of the Opinions of the Supreme Court of Puerto Rico published or unpublished in *Decisiones de Puerto Rico*, *Avanzadas del Digesto*, *Avanzadas del Colegio de Abogados de Puerto Rico*, all relevant decisions from the U.S. District Court for the District of Puerto Rico, the U.S. Court of Appeals for the 1<sup>st</sup> Circuit and the U.S. Supreme Court, as well as all relevant rules of procedure.-----

2. **Replacement Volumes** - The Company shall prepare and publish the English and Spanish replacement volumes for LPRA for each particular year under this contract in the same form and workmanlike manner as the 2010 Laws of Puerto Rico Annotated (LPRA) pursuant to the following terms and conditions:-----

A. The Company will publish in Spanish and English at least four replacement volumes for LPRA each year. The exact number of volumes to be published each year shall be agreed upon in the manner established under paragraph C of this Section. The volumes shall include all current laws, annotations, notes and other editorial material now included in the volumes, edited and brought up to date with the laws enacted and approved in the year prior to their publication.-----

B. The Company will preserve the basic classification, numbering system and current editorial features now used in the volumes to be replaced.-----

C. The Company shall review each particular volume of LPRA, in Spanish and English in order to determine the feasibility and desirability of replacing particular volumes of LPRA. The Company shall then make a written recommendation of the volumes to be replaced to the Clerk of the House of Representatives and the Senate of Puerto Rico (Clerks) no later than the last day of December of each year. Upon receipt of the written recommendation, the Clerks will have 30 calendar days to approve, deny or amend the recommendation of the Company. The Clerks' failure to answer within the allotted time period shall constitute an approval of the Company's recommendation. -----

f

✓

CPW

MAV

D. The Company shall print and bind the new replacement volumes in Spanish and English with type faces, paper and binding of the same or higher quality used in printing the 2010 replacement volumes for Titles 4, 20 (secs. 1-2050), 20 (secs. 2051-fin), 32 Reglas, and 33 of LPRA, and shall include in each volume a built-in pocket similar to the one included in said replacement volumes.-----

3. **Index** - The Company shall prepare and publish the General Index for LPRA for each year of this contract that a Annual Cumulative Supplement is prepared in the same form and workmanlike manner as the 2010 Index to the Laws of Puerto Rico Annotated (LPRA) pursuant to the following terms and conditions:-----

A. A comprehensive General Index of LPRA in Spanish shall be updated and published in a soft-cover format similar to the 2010 General Index and shall be available at the same time the Annual Cumulative Supplement is produced for each particular year publication under this contract. The General Index shall be organized by topic, and shall include descriptive fact words, popular names and short titles to provide easy access to the Code.-----

B. A comprehensive Supplement to the General Index of LPRA in English shall be updated and published in similar fashion as the supplement to the General Index of LPRA in English for 2010. The Supplement to the General Index of LPRA in English shall be organized by topic, and shall include descriptive fact words, popular names and short titles adequate enough to give easy guidance to the Code.-----

4. **Session Laws** - The Company shall prepare and publish the Session Laws of Puerto Rico in English and Spanish (hereinafter called "Session Laws") for each particular year under this contract in the same form and workmanlike manner as the 2010 Spanish Session Laws pursuant to the following terms and conditions:-----

A. Upon the execution of this contract the Company shall prepare and print all laws approved and adopted by the Legislature during the year prior to their publication in Spanish and English and all resolutions in Spanish approved and adopted by the Legislature during the year prior to their publication.-----

C. The Session Laws shall include tables and indexes in scope and quality similar to the tables and indexes of the 2010 Spanish Session Laws.-----

D. The volumes shall be printed on good quality paper, 42 or 45 lbs., book paper of high capacity and bound in cloth of quality and workmanship similar to the binding used for the 2010 Spanish Session Laws.-----  
-----  
-----

J

✓

CFW

MAR

E. The printing of the Session Laws shall be similar to that used in the 2010 Spanish Session Laws, and may be printed in two or more volumes if the material exceeds 1,000 printed pages, with the tables and index appearing in the last volume.-----

5. **Law Provision and Certification** –The Department and the Clerks will deliver to the Company all official copies of the laws and resolutions entered into law, during the year prior to their publication, under the following conditions: -----

Handwritten blue marks on the left margin: a checkmark, a large checkmark, initials 'CPW', and the word 'MAR'.

A. Pursuant to Section 3 of Law No. 395 of May 11<sup>th</sup>, 1950, as amended, all bills and resolutions approved by the Legislature shall be provided electronically to the Official Publisher (the Company) by the Legislature at the same time they are sent to the Governor for his/her approval, or no later than 15 days after. In addition, the Department shall furnish the Company two (2) stamped copies of each law filed and numbered by the Department no more than thirty (30) days after it is filed. The Department within thirty (30) days after they are filed in the Department will furnish all official translations of the laws to the Company. -----

B. The Department shall make reasonable efforts to provide a complete set of signed laws and resolutions. The Department will furnish the official translations in the manner stipulated in paragraph A of this section. -----

C. No later than the last day of February of each year of this contract, the Company shall provide the Clerks, in writing, a complete inventory of the laws received by the Company to be included in each particular publication under this contract except for the English language version of the Session Laws. The Company shall notify the Clerks immediately of any missing laws, resolutions, or translations thereof, not officially furnished to the Company, in order to prevent delays in the publication-----

D. The Company will provide the Clerks with a list of the contents of the English version of the Session Laws at least ninety (90) days prior to the publication date.

E. The Clerks shall certify the inventory provided by the Company pursuant to paragraph 5 (C) above, no later than thirty (30) days after receipt. If the Clerks fail to certify the inventory within the thirty (30) day period, the inventory shall be considered certified by the Clerks as complete and accurate. The Clerks shall provide the Company no later than sixty (60) days after receipt of the list provided pursuant to paragraph 5(D) above any additional translations to be included in the publication. If the Clerks fail to provide additional translations within the sixty-day period, the proposed contents of the Session Laws shall be considered accepted by the Clerks.-----

6. **License to Publish Electronically** – The Department grants the Company, during the term of this agreement, the exclusive worldwide license to use and authorize use of the LPRA (both the English and Spanish language versions) and any portion thereof in electronic distribution media, including use through electronic services such as the LexisNexis online services and to authorize third parties, such as The West Group, to offer the LPRA through their electronic services. The Company agrees to pay the Department a percentage of the revenue received by the Company which percentage shall be the same as that paid by the reseller to the Company under any agreement with such third party reseller, which percentage of the revenue at the time of the execution of this contract is 20%. The Company will pay the Department a royalty for sales of the LPRA in electronic form by the Company and its affiliates on revenue received (as defined below) at the royalty rate of (20 percent). For purposes of calculating this royalty, "Revenue" means all cash receipts by the Company and its affiliates as a result of use of the LPRA, net of discounts, allowances, returns, and bad debts (to the extent written off as uncollectible), other than amounts: (1) from educational institutions under noncommercial use agreements; (2) for computer connect time charges, telecommunications charges, and account maintenance charges; (3) for sales, use, value-added taxes, or excise taxes; and (4) for shipping and handling costs. Revenue will include only amounts received for that portion of the charges proportionately attributable to the LPRA when charges for use of all or part of the LPRA are included in bundled pricing providing for use of the LPRA and other materials, features, or services. Proportionate attribution of Revenue will be determined in a manner that is equitable to the Department and other providers of the information, manuscript, features, or services made available using factors such as number of pages, chapters, and forms; nature of upkeep; number of hours of use; number of documents, lines, or characters accessed, delivered, or made available; number of searches; relative prices; or any combination of those factors applied. Royalties earned hereunder shall be paid quarterly not later than 75 days after the end of each calendar quarter. Payments shall be made in U.S. dollars. Subject to any restrictions thereof, the Company shall provide the Department with a quarterly certification by the Chief Financial Officer of the Company of the correctness of the monthly royalty payments made. The Company shall notify the Department of any third party reseller, other than those named in the first sentence of this paragraph. The Company further agrees to provide the Department with a copy of any contract executed pursuant hereto with third party resellers. Upon termination or expiration of this contract, the Company shall continue to have the right to make available the LPRA in electronic form to its affiliates and third party resellers pursuant to the terms of this paragraph for a six month period or until the Company is able to enter into a license on comparable terms with the new Official Publisher.-----
7. **Time Limit to Publish** – The parties understand that not all publications under this contract for a particular year of publication may be published during that year due to delays in the availability of the raw legislative material from Government sources, hence are not within the control of the publisher.

Nevertheless, the parties shall make every reasonable effort to publish any particular publication for any particular year within 3 years after the end of the year in which they were to be published.-----

**SECTION 2 - STATE DEPARTMENT INVENTORY**

1. **Inventory** - The Company agrees to provide the Department with the following publications for each particular year of publication under this contract:-----

A. *Annual Cumulative Supplements* - The Company will provide the Department:-----

- i. 500 sets of the Cumulative Supplement pocket part of *Leyes de Puerto Rico Anotadas* (Spanish).-----
- ii. 300 sets of the Cumulative Supplement pocket part of *Laws of Puerto Rico Annotated* (English).-----

B. *Index* - The Company will provide the Department:-----

- i. 500 paper copies of the *Index* in Spanish.-----

C. *Replacement Volumes* - The Company will provide the Department:-----

- i. 500 paper copies of the Replacement Volumes for *Leyes de Puerto Rico Anotadas*. (Spanish).-----
- ii. 300 paper copies of the Replacement Volumes for *Laws of Puerto Rico Annotated*. (English).-----

D. *Session Laws* - The Company will provide the Department:-----

- i. 300 paper copies of *Leyes de Puerto Rico* (Spanish).-----
- ii. 200 paper copies of *Laws of Puerto Rico* (English).-----

2. **Warehousing**- The Company currently stores and make available for pickup the Publications provided to the Department under Section 2.1 of this contract at no additional charge to the Department. The Company currently stores the Publications in its warehouse in Puerto Rico with full insurance for the total value of the Publications stored on behalf of the Department. The Company

Handwritten blue checkmark and initials.

Handwritten blue initials 'CFW'.

Handwritten blue initials 'MAR'.

may, however, at any time and at its discretion discontinue storing the Publications in Puerto Rico, and thereafter may ship the Publications directly from the mainland United States, at no additional charge to the Department. -----

3. **Distribution** – The Company agrees to perform the distribution services for the Publications provided the Department under Section 2.1 of this contract pursuant to the following terms and conditions:-----

- A. Every publication year on or about the 30<sup>th</sup> of June, the Department shall provide the company with a written and timely distribution schedule detailing a complete list of the government offices or agencies (agencies) eligible to receive the publications. The schedule shall include the title and quantity of Publications authorized for pickup, the agency contact person, physical address, phone number and any other information necessary for the adequate distribution of the Publications. The schedule shall be referred to as the "Master Distribution List".-----
- B. The Company shall make the Publications available for pickup at the Company's distribution center. When picking up Publications, an agency representative will present to the Company written authorization from the Department. The Department shall prepare this agency authorization and shall be responsible for its administration. The Company agrees it will not allow an agency to pick up Publications without said written authorization. -----
- C. If an agency requests shipment by common carrier, the cost for shipping the Publications through commercial carriers shall be borne by the respective agency.
- D. On a quarterly basis, the Company will provide the Department with documentation of the publications distributed during the prior quarter and the current inventory of Department Publications in storage.-----
- E. The Company shall not be responsible for any damages once the Company makes delivery of the Publications to an agency representative or to shipper in the case of Publications shipped at the request of any agency.-----

*[Handwritten blue marks: a checkmark and initials]*

4. **Additional Copies to the Department** – The Company agrees to sell and deliver to the Department, so long as the Publications are in stock, additional paper copies in Spanish and English of the annual supplements, replacement volumes and session laws covered by this contract at the retail price, less a government discount of thirty percent (30%), which price shall also apply to all other materials comprising of LPRA which the Department or other department, agency or instrumentality of Puerto Rico may order from the Company.-----

*[Handwritten blue initials: MAR]*

5. **Right to sell to the Public** -----

A. During the term of this contract including any renewals, the Company, as the Official Publisher, shall have the exclusive right to print and sell additional copies of the following Publications, which price shall not be above the specified below:-----

- i. LPRAs Annual Cumulative Supplement Set in Spanish at a price of one hundred and seventy six dollars (\$176.00) per set.-----
- ii. LPRAs Index at a price of sixty dollars and fifty cents (\$60.50) per copy.-----
- iii. LPRAs Replacement Volume in Spanish at sixty-two dollars and fifty cents (\$62.50) per volume.-----
- iv. Session Laws in Spanish at a price of two hundred and fifteen dollars (\$215.00) per set.-----

After the first year of publication under this contract, the Company may request the Department to allow an increase of the price of each publication detailed above up to 5% per year, reflecting inflation and other factors affecting cost. The Department shall accept or reject the request within 30 days after receipt. The request shall be considered accepted if the Department does not act pursuant to this paragraph within the allotted time period. -----

B. During the term of this contract, including any renewals, the Company, as Official Publisher, shall have the exclusive right to print and sell additional copies of the English version of the Publications and will establish the price for the English version of the Publications at the time of sale.-----

C. The foregoing licenses set out in paragraphs A and B above shall extend to all products previously produced by the Company and its predecessors under contract with the Department. The prices charged for Spanish versions of products previously produced will be the same as those set out in paragraph A.

**SECTION 3 – CONSIDERATION**

1. **Consideration** – In consideration of the good and faithful performance of the terms and conditions of this contract by the Company, to the satisfaction of the Department, the Department agrees to pay, on behalf of the Government of Puerto Rico, the sums listed below, subject to the availability of funds for each particular year of publication:-----

- A. For Publication of the laws enacted in Year 2011, the sum of one hundred eighty five thousand (\$185,000.00) dollars.-----
- B. For Publication of the laws enacted in Year 2012, the sum of one hundred ninety two thousand and five hundred (\$192,500.00) dollars.-----

J  
✓

CPW

MAV

C. For Publication of the laws enacted in Year 2013, the sum of two hundred thousand (\$200,000.00) dollars.-----

D. For Publication of the laws enacted in Year 2014, the sum of two hundred seven thousand five hundred (\$207,500.00) dollars.-----

E. For Publication of the laws enacted in Year 2015, the sum of two hundred fifteen thousand (\$215,000.00) dollars.-----

F. The payments will be made from the following government accounts numbers:-----

- 111-0230000-1355-003-2012
- 245-0230000-0000-081-2010

G. Payments for the Publication of the laws enacted the following years will be made from government accounts identified for such purpose each year. The Company understands that the Department is not allowed by law to authorize payments for future fiscal years.-----

H. After the first year of this contract, the Company may request in writing an increase in price of up to 10% for the next year's publication reflecting inflation and other factors affecting cost. The Department shall accept or reject the request within 30 days after receipt. -----

2. **Payment Method** - For each publication year, the total sum of consideration detailed above shall be payable to the Company as follows:-----

A. Thirty-two percent (32%) of the total shall be payable upon written invoice and notification by the Company that the Spanish version of the Cumulative Supplement, Index and Replacement Volumes of LPRA for that particular year is ready for delivery. -----

B. Thirty-two percent (32%) of the total shall be payable upon written invoice and notification by the Company that the English version of the Cumulative Supplement, Index and Replacement Volumes of LPRA for that particular year is ready for delivery. -----

C. Thirty-two percent (32%) of the total shall be payable upon written invoice and notification by the Company that the *Leyes de Puerto Rico* (Spanish Session Laws) for that particular year is ready for distribution.-----

D. Two percent (2%) of the total shall be payable upon written invoice and notification by the Company that volume one of the *Laws of Puerto Rico* (English Session Laws) for that particular year is ready for distribution.-----

-----  
-----

Handwritten blue checkmark and scribble.

Handwritten blue initials 'CPD'.

Handwritten blue initials 'MAR'.

- E. Two percent (2%) of the total shall be payable upon written invoice and notification by the Company that volume two of the Laws of Puerto Rico (English Session Laws) for that particular year is ready for distribution.-----
- F. The remaining two percent (2%) of the total shall be payable upon written invoice and notification by the Company that the remaining volume(s) of the Laws of Puerto Rico (English Session Laws) for that particular year are ready for distribution.-----

In addition, each invoice shall state the following -----

*“Subject to absolute nullity, it is hereby certified that no Department of State employee is part or has any interest in the profits or benefits derived from this invoice and if there are Department of State employees who will have an interest in the profits or benefits derived from this invoice, appropriate waivers have been duly obtained. The only consideration afforded for the goods and services subject to this contract is the mutually agreed upon payment. The amount of this invoice is correct and appropriate and payment has not been received.”-----*

**SECTION 4 – GENERAL PROVISIONS**

- 1. **Right to Accounting** – The Department shall have the right to an accounting of all funds received by the Company for the publication and sales under this contract. The Department shall have the right to choose an accounting firm if it deems it necessary for this auditing. During the term of this contract and thereafter, the Department shall deem the financial information provided by the Company as privileged and confidential and shall not disclose or reveal to any person, agency or other third party, unless authorized in writing to do so by the Company, any information provided under this section. However, the Department can use this information for its own decision-making and for taking the appropriate administrative and/or legal actions.-----
- 2. **Right to contract with other entities** – Except as provided otherwise in this contract, the parties acknowledge that the Government of Puerto Rico is the only one with the right to enter into contracts with other entities to sell or reproduce by any means, including electronic scanning of the Annual Cumulative Supplements, Index, Replacement Volumes of LPRA, and Session Laws covered by this Agreement, or any portion thereof, in any form, now known or developed in the future, including, but not limited to, electronically formatted on-line databases and compact disk-read only memory (CD-ROM).-----
- 3. **Copyright** – The Company agrees to secure, at its own expense, the copyright for the Spanish and English Annual Cumulative Supplement, Index, Replacement Volumes and Session Laws described in this contract in the name of the Secretary of State for the Government of Puerto Rico. The Company will prepare the applications for copyright registration and submit them to the Department for its approval. The Company will file the application at the Copyright Office for the Library of Congress by registered or certified mail and request a return receipt, within three months after the Company notifies

f

✓

CPJ

MAV

the Department that the publications are ready for distribution. The Company shall provide the Department with copies of all certification of copyrights secured in the Department's name. The Company and its affiliates shall have a right to include the contents of the Publications, including annotations, in custom legal publications at no charge.-----

4. **Copyright Symbol** – The Company agrees to place on all publicly distributed copies of the Publications a copyright notice, consisting of the symbol “c” or the word “copyright” or the abbreviation “.Corp.”, the year of publication, and the name of the owner of the copyright: *The Department of State for the Government of Puerto Rico*. The notice is to be affixed to the copies in such manner as to give reasonable notice of the claim of copyright.-----

5. **Work made for hire** – The parties expressly agree that this work shall be considered a work made for hire as defined in Section 101 of the 1976 Federal Law of Copyright (17 U.S.C. Sec. 101, 1976).-----

6. **Performance Bond** – The Company agrees to execute a bond for the good and faithful performance of its obligation under this contract in a form acceptable to the Department, in the name and benefit of the Government of Puerto Rico for a sum of two hundred and fifty thousand (\$250,000) dollars, representing an amount equal to the contract price for the publication of the laws enacted in 2001. This bond shall, upon satisfactory performance by the Company, terminate upon the expiration of this contract.-----

7. **Tax Returns** – The Company herein certifies and vows that it has filed all the corresponding tax returns required by domestic corporations in Puerto Rico during the previous five (5) years, and has no debts pending with the Government of Puerto Rico, or if it does, it is under a payment plan, with which it is duly complying. The Company expressly acknowledges that this is an essential condition of the present contract. If the previous certification is not fully or partly correct, the Department shall be entitled to terminate the same thereby, and the Company shall be obligated to reimburse the entire sum received under this contract to the Department less any value received by the Department.-----

8. **Domestic Corporation** – The Department and the Company mutually agree that this contract shall remain in effect only as long as the Company continues to be in good standing as a corporation organized under the laws of Government Puerto Rico.-----

9. **Corporation Laws** – The Company shall strictly comply with the General Law of Corporations, Law No. 164 of 2009, as amended, (14 LPRA Sec. 3501, et. seq.).-----

f  
✓  
CPD  
MAR

10. **Indemnification** – The Company hereby indemnifies and agrees to hold the Department, the Government, its agencies and employees harmless from and against any and all claims, liabilities, damages, and expenses arising out of or in connection with any and all claims, lawsuits, grievances or proceedings brought against the Department, the Government of Puerto Rico, its agencies and employees, in relation to the errors or omissions in the Publications covered by this contract to the extent, and only to the extent, that such errors or omissions are caused by the Company, or by persons acting on the Company’s behalf.-----

11. **Corrections** – The Company will be responsible for the correction of the content published incorrectly or erroneously.-----

12. **Interpretation of the Contract** – This contract and all its terms shall be construed and interpreted in accordance with the laws of Puerto Rico.-----

13. **Venue** – Any action at law or judicial proceeding for the enforcement of this agreement or any provision thereof shall be instituted only in the state courts of Puerto Rico in San Juan.-----

14. **Company Certification** – The Company certifies that no employee of the Department or any member of his family has any direct or indirect pecuniary interest in this contract. The Company also certifies that no employee or officer of the Executive Branch has any interest in the benefits to be derived there under.-----

15. **Clauses of Contract** – The parties agree that the clauses and conditions of this contract are separate and independent and that the nullity of one or more clauses does not affect the validity of the others, which will remain in effect and binding upon the parties.-----

16. **Conflict of Interest** – The Company acknowledges that in the discharge of its professional functions, there is the duty of absolute loyalty to the Department, which includes not having interests adverse to the Department. This duty includes the continuous obligation to disclose to the Department all circumstances of its relationship with clients and third parties and any interest that could influence the Department at the time of executing this contract and during the effectiveness thereof. The Company represents conflicting interests when, for the benefit of a client, it is its duty to promote that which it should oppose in compliance of its obligations towards a former, present or potential client. It shall also represent a conflict of interest when its conduct is described as such in the laws and regulations of the Government of Puerto Rico. The Company recognizes the power of supervision of the Secretary of State of Puerto Rico regarding compliance of the prohibitions contained herein. Should the Secretary of State deem that there are adverse interests or that the same have arisen with the Company, the latter

Handwritten blue checkmark and scribble.

Handwritten blue initials 'CPW'.

Handwritten blue initials 'MAV'.

shall be notified in writing of the Secretary of State's findings and the intention to terminate the contract within a term of (30) days. Within said term, the Company may request the Secretary of State for a meeting to set forth its arguments concerning said finding of conflict, which shall in all cases be granted. If said meeting is not requested within the abovementioned term, or if the controversy is not satisfactorily settled in the course of said meeting, this contract will be automatically resolved.-----

17. **Certification of No Conviction** – The Company certifies that it has never been convicted of any criminal or civil action against the federal or state government. Further the Company certifies that it has no knowledge of any ongoing investigation targeting the Company that involves any type of criminal or civil action against any instrumentality of the federal or state government, nor has it been convicted of any crime involving federal or state funds. The Company is under a duty to inform the Department of any changes to the above certification through the life of this contract. If in the future the Company is convicted of any of the above-mentioned crimes, the Department may terminate this contract immediately.-----

18. **ASUME (Administración de Sustento de Menores) Certification** – The Company certifies that it has no pending debt corresponding to child support or, in the alternative, that it entered into and complied with a payment plan with the Administration of Child Support, government agency ascribed to the Department of the Family, pursuant to Law No. 86 of 1994. The Company expressly acknowledges that this is an essential condition of the present contract. If the previous certification is not fully or partly correct, the Department shall be entitled to terminate the same thereby, and the Company shall be obligated to reimburse the entire sum received under this contract to the Department less any value received by the Department.-----

19. **Law No. 84 of 2002** – The Company agrees to abide by the Code of Ethics for Contractors, Suppliers and Economic Incentives Solicitors of the Executive Branch of the Government of Puerto Rico, which governs the relations of all natural or legal persons, that have an interest in doing business with, provide services to, or petition economic incentives to Government of Puerto Rico, pursuant to Law No. 84 of 2002. -----

20. **Litigation against the Customer.** The Company certifies that it has no ongoing litigation against the Department.-----

21. **Material Breach of Contract** - It is expressly agreed that the breach of contract by the Company with respect to the duties and responsibilities heretofore, as well as any negligence or abandonment of contract from their part shall be sufficient cause for the Department to immediately leave this contract without effect, without any further obligation to the Company. -----

f

✓

OTW

MAV

22. **Term of Contract** – This contract shall take effect upon its execution and shall terminate on December 31, 2016. During the fourth quarter of 2015, the parties will discuss renewing this contract. Nevertheless, this contract may be considered terminated by any of the parties through written notice with one hundred and eighty days (180) prior notice to the other party. In the event the Department terminates the contract prior to the end of the term, it will reimburse the Company for all costs it incurred in publishing and distributing the Publications prior to the effective date of termination.-----

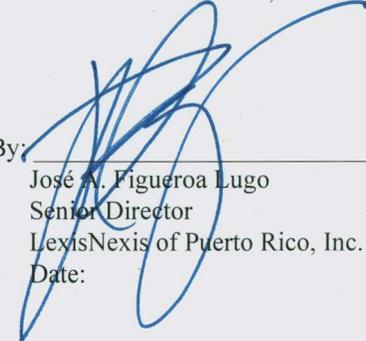
**SECTION 5 – EXECUTION**

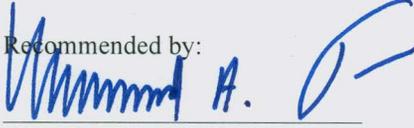
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers as of the day and year first written above -----

COMMONWEALTH OF PUERTO RICO

LexisNexis of Puerto Rico, Inc.

By:   
Kenneth McClintock Hernández  
Secretary of State  
Department of State of Puerto Rico  
Date:  
660-63-6270

By:   
José A. Figueroa Lugo  
Senior Director  
LexisNexis of Puerto Rico, Inc.  
Date:

Recommended by:  
  
Manuel A. Torres-Nieves  
Clerk of the Senate of Puerto Rico  
Date:

  
Carlos Fajardo-Verdejo  
Clerk of the House of Representatives of Puerto Rico  
Date:

ND: 4817-4875-0349, v. 1

Handwritten notes: a checkmark, 'CPW', and 'MAR'.