

**EXHIBIT K**  
**TO DECLARATION OF MICHAEL N. EDELMAN**  
**IN SUPPORT OF ADVANCEME, INC.'S OPPOSITION TO**  
**DEFENDANTS' MOTION FOR LEAVE TO AMEND INVALIDITY CONTENTIONS**

**CHASE** ™  
**Paymentech**  
7106 63<sup>rd</sup> Street  
Lubbock, Texas 79407

July 25, 2006

**To:** David Goldin

**Company:** AmeriMerchant

**Fax:** (646) 349-3272

**From:** Emma Coronado

**Phone:** (806) 791-4831

**Fax:** (806) 785-2424

**Number of pages to follow:**

**Re:** AdvanceMe, Inc. v. Rapidpay, LLC, et al.

**Comments:** Mr. Goldin received authorization from Hanover Direct to produce the documents.

Emma

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54 Stiles Road, Salem, NH 03079 • Tel: 603/893-9333 • Fax: 603/894-5357

February 28, 1992

Mr. Robert George  
Museum Publications of America  
306 Dartmouth Street  
Boston, MA 02116

Dear Mr. George:

The modified contract to accommodate VISA/MasterCard requirements is enclosed for your review and signature. As a recap of Bruce Alemian's letter of February 21, 1992, the primary change to the contract formalizes the role of National Processing Company, Inc. (NPC) and First National Bank of Louisville (FNBL).

While NPC and FNBL have been a part of the processing system with Litle & Co. all along, we are pleased that this involvement is being documented in the formal contractual agreement. This means you will have the contractual commitment of one of the largest merchant banks in the country.

Functionally, there is no change in the relationship between you and Litle & Co. Litle & Co. continues to be your credit card processor and will continue to work directly with you to provide a high level of customer and technical service.

Although Litle & Co. will be phoning you within a week to follow up on your review of the contract, please contact your Account Executive if you should have any immediate questions. We would appreciate your signing the 3 copies of the signature page and returning all of them to Doris Genest, the Contract Administrator at Litle & Co., as soon as possible. Please retain your copy of the contract.

Litle & Co., NPC and FNBL thank you for your assistance and co-operation, and extend our assurances that you will continue to receive the very best payment processing services.

Sincerely,

A handwritten signature in black ink that appears to read "Tim".

Thomas J. (Tim) Litle, Chairman  
Litle & Company Inc.

A handwritten signature in black ink that reads "Norman M. Martin".

Norman M. Martin  
Executive Vice President  
National Processing Company

Senior Vice President  
First National Bank of Louisville

07/18/2006 TUE 10:39 FAX 603 896 8652 CHASE PAYMENTECH --- legal-Emma

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**Little & Company**

**MEMBER AGREEMENT**

**AGREEMENT**

THIS AGREEMENT is made and entered into by and among LITTLE & COMPANY, INC. (hereinafter called "LITTLE"), a Delaware corporation with its principal office located in Salem, New Hampshire; NATIONAL PROCESSING COMPANY, INC. (hereinafter called "NPC"), an Arizona corporation with its principal office located in Louisville, Kentucky; FIRST NATIONAL BANK OF LOUISVILLE (hereinafter called "FNBL"), a national banking association with its principal office located in Louisville, Kentucky; and the undersigned merchant (hereinafter called "MEMBER").

**WITNESSETH:**

WHEREAS, FNBL is a participant in the worldwide MasterCard System, operated by MasterCard International, Inc. ("MCI"), and a participant in the worldwide Blue, White and Gold Bank Card Program, operated by VISA U.S.A., Inc. ("VISA"), which systems enable holders of MasterCard and other MCI cards and VISA and other cards to purchase goods and services from selected MEMBERS through the use of BANK CARDS, and

WHEREAS, LITTLE and NPC are engaged in the business of processing paper-based and electronic data representing transactions conducted through the use of CHARGE CARDS, and

WHEREAS, MEMBER desires to honor CHARGE CARDS in connection with the retail sale of PRODUCTS to MEMBER's customers, to submit SALES RECORDS and REFUNDS representing such transactions to LITTLE for processing and to sell to FNBL the SALES RECORDS generated with BANK CARDS and the indebtedness represented thereby.

NOW, THEREFORE, in consideration of these premises, the parties hereto covenant and agree as follows:

**1. DEFINITIONS.**

The following terms, when used in this AGREEMENT, shall have the meanings hereinafter set forth:

**ACH (Automated Clearing House)** is an electronic debit or credit to or from MEMBER's BANK ACCOUNT authorized by this AGREEMENT.

**AGREEMENT** is this document and related amendments, notices and revisions.

**APPLICATION** is the MEMBER's statement of the characteristics of its business which has induced LITTLE to process MEMBER's SALES RECORDS under the terms and conditions of this AGREEMENT.

**AUTHORIZATION CENTER** means those facilities to be used by MEMBER for the purpose of obtaining authorization codes and instructions on handling CHARGE CARDS.

**BANK ACCOUNT** is MEMBER's account in MEMBER's bank within the United States, to which NET PROCEEDS will be transferred.

**BANK CARD** means a valid and unexpired CHARGE CARD issued by an ISSUING MEMBER of MCI or VISA which contains the MasterCard service mark or Visa's Blue, White and Gold Bands Design service mark. A BANK CARD shall be deemed valid on and after the effective date, if shown, and through and including the expiration date embossed thereon.

**BUSINESS DAY** is a 24 hour period ending at 10:00 PM Eastern time. It is identified by the calendar date at the end of that period or, in the event that FNBL is not open to the public for carrying on substantially all of its banking functions on such date, it is the first subsequent date on which it is so open.

**CARDHOLDER** is a person to whom a CHARGE CARD is issued or who is authorized by such person to use the CHARGE CARD.

**CARD ISSUER** is the bank or other financial institution that issues a BANK CARD or the T&E CARD company that issues a T&E CARD.

**CARD ORGANIZATION** is VISA, MCI or the issuer of a T&E CARD.

**CARD SALE** is a sale of PRODUCTS made by MEMBER to a valid CARDHOLDER through the use of a CHARGE CARD. Each order MEMBER receives is a single CARD SALE unless the goods or services ordered cannot be delivered or completed at one time, in which case each partial delivery or completion is a CARD SALE.

**CHARGE CARD** is the plastic BANK CARD or T&E CARD issued by a CARD ORGANIZATION to the CARDHOLDER and the charge account number designated on the card, either of which MEMBER accepts from customers as payment for their purchases from MEMBER.

**CHARGEBACK** is the reversal of charge against a SALES RECORD which MEMBER has previously presented. It is generally initiated by the CARD ISSUER, often at the request of the CARDHOLDER.

**CHARGEBACK DEPOSIT** is an amount specified in Schedule D of this AGREEMENT and retained by FNBL. Such amount earns no compensating dividends and is used to fund CHARGEBACKS received by LITTLE but not charged against GROSS PROCEEDS. FNBL has a security interest and right of set-off on such deposit to secure the payment and performance of all liabilities, obligations and indebtedness of MEMBER arising under this AGREEMENT.

**CONVEYED** describes those transactions which LITTLE receives from one location and sends to another location and with respect to which LITTLE, NPC and FNBL have no further involvement or liability.

**DEPOSIT** is the aggregate of SALES RECORDS and REFUNDS submitted to LITTLE for processing.

**GROSS PROCEEDS** is an amount equal to:  
The BANK CARD SALES RECORD NET AMOUNT,  
Less the BANK CARD REFUND NET AMOUNT

**GROSS RESERVE** is an amount equal to:  
The aggregate amount that has been funded by PREPAYMENTS.

**ISSUING MEMBER** means any licensee or member of MCI or VISA which is authorized by MCI or VISA to issue BANK CARDS.

**LITTLE FEES** are the aggregate of PASS THROUGH FEES and PROCESSING FEES.

**NET PROCEEDS** is an amount equal to:  
The GROSS PROCEEDS,  
Less LITTLE FEES,  
Less RELEASED CHARGEBACKS (if no RESERVE exists),  
Less any other amounts due from MEMBER to LITTLE,  
Less any PREPAYMENTS.

**NET RESERVE** is:  
The GROSS RESERVE,  
Less CHARGEBACKS,  
Plus compensating dividends on NET RESERVES as specified on Schedule D of the AGREEMENT,  
Less otherwise unfunded negative NET PROCEEDS.

**ORIGINAL PAPER** means the "Merchant" copy of a SALES RECORD or REFUND transcribed in writing on a paper form conforming to CARD ORGANIZATION rules and regulations.

**PASS THROUGH FEE** is the total of all charges and refunds of interchange fees, non-qualification surcharges, assessments and discounts levied by a CARD ORGANIZATION. LITTLE passes these charges and refunds on to MEMBER in the same manner and amounts received by LITTLE. This PASS THROUGH FEE will increase or decrease as a result of increases or decreases set by the various CARD ORGANIZATIONS.

**PREPAYMENT** is an amount to be paid to the RESERVE to increase the NET RESERVE and can be the result of a deduction from GROSS PROCEEDS or a payment from MEMBER.

**PREPAYMENT PERCENTAGE** is specified in Schedule D of this AGREEMENT and is used to calculate PREPAYMENTS deducted from the GROSS PROCEEDS of DEPOSITs MEMBER makes. The amount of the resulting PREPAYMENT is the PREPAYMENT PERCENTAGE multiplied by the GROSS PROCEEDS.

**PROCESSING FEES** are the fees LITTLE charges MEMBER for services as specified in Schedule A of this AGREEMENT.

**PRODUCTS** mean those goods and services which are represented on MEMBER's application and are sold or rendered by MEMBER in connection with its usual business.

**PURCHASED** describes those transactions which FNBL purchases from MEMBER pursuant to this AGREEMENT.

**REFUND** means all documents or data used to evidence any refund or price adjustment made through the use of a CHARGE CARD.

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**REFUND NET AMOUNT** is the gross amount of all REFUNDS less the PASS THROUGH FEES refunded for the REFUNDS.

**RELEASED CHARGEBACKS** are CHARGEBACKS which LITTLE has received from FNBL and has determined should be charged against GROSS PROCEEDS or a RESERVE.

**RESERVE** is an amount retained by FNBL against which CHARGEBACKS are assessed and in which FNBL has a security interest and right of set-off to secure the payment and performance of all liabilities, obligations and indebtednesses of MEMBER arising under this AGREEMENT.

**RESERVE DEFICIT** is an amount by which MEMBER'S NET RESERVE is less or is projected to become less than the minimum specified in Schedule D of this AGREEMENT.

**RETRIEVAL REQUEST** is a request by NPC for information on behalf of a CARDHOLDER or CARD ISSUER relating to a claim, complaint or inquiry concerning a CARD SALE.

**SALE DATE** is the effective date of the CARD SALE.

**SALES RECORD** means all documents or data presented to LITTLE as evidence of a CARD SALE.

**SALES RECORD NET AMOUNT** is the gross amount of all SALES RECORDS less the PASS THROUGH FEES charged for the SALES RECORDS.

**SUBMISSION DATE** is the date of the BUSINESS DAY on which MEMBER successfully completes a DEPOSIT to LITTLE.

**T&E CARD** is a valid and unexpired Travel and Entertainment CHARGE CARD issued by American Express, Carte Blanche, Diner's Club or Discover. A T&E CARD shall be deemed valid on and after the effective date, if shown, and through and including the expiration date embossed thereon.

## 2. HONORING BANK CARDS.

a. MEMBER shall honor all valid CHARGE CARDS when properly presented as payment for PRODUCTS; MEMBER shall not make any cash advance through the use of a CHARGE CARD. MEMBER shall display the MCI and VISA marks and symbols on promotional materials so as to inform the public that valid BANK CARDS will be honored.

b. MEMBER shall access the appropriate AUTHORIZATION CENTER to obtain authorizations on all CARD SALES. If the sale is authorized by such AUTHORIZATION CENTER, the approval code evidencing such authorization shall be properly included on the SALES RECORD.

c. MEMBER shall complete each SALES RECORD to include a notation in the space provided for the CARDHOLDER'S signature that the sale was initiated by mail order (MO), telephone order (TO) or pre-authorized order (PO) (except for sales made in person, for which the CARDHOLDER'S signature shall be obtained); the CARDHOLDER'S name and account number; the expiration date of the CHARGE CARD; the imprint of the embossed legend from the imprinter plate or electronic equivalent; the SALE DATE; the total dollar amount, including all applicable local, state and federal taxes; and a brief description of the PRODUCTS sold. MEMBER shall deliver to the CARDHOLDER a true copy of the completed SALES RECORD at the time the PRODUCTS are delivered.

d. MEMBER shall not conduct a CHARGE CARD transaction when only part of the total dollar amount due is included on a single SALES RECORD, except when the balance is paid at the time of sale in cash or by check, or both, or when otherwise allowed by CARD ORGANIZATION regulations.

e. If any merchandise is accepted for return or any services are terminated or canceled or any price adjustment is allowed, MEMBER shall make the REFUND, replacement or adjustment to the CARDHOLDER by preparing, and shall deliver promptly to LITTLE, a REFUND. MEMBER shall not make any cash refund to the CARDHOLDER but shall deliver to the customer a true copy of each REFUND completed so as to include the date of the transaction; a description of the PRODUCTS involved; the dollar amount of the credit granted including all applicable local, state and federal taxes; and the imprint of the embossed information on the CHARGE CARD and the MEMBER'S imprinter plate or its electronic equivalent.

f. The amount of any REFUND shall not exceed the amount shown as the total on the original SALES RECORD except by the exact amount required to reimburse the CARDHOLDER for postage paid by the CARDHOLDER to return merchandise in accordance with a policy applied consistently by MEMBER to all customers.

g. MEMBER shall deliver to LITTLE only those SALES RECORDS and REFUNDS which represent valid transactions between MEMBER and the CARDHOLDER.

## 3. PURCHASE OF BANK CARD SALES RECORDS.

a. MEMBER shall present SALES RECORDS to LITTLE within two (2) BUSINESS DAYS of the SALE DATE and MEMBER shall present REFUNDS to LITTLE within two (2) BUSINESS DAYS of the date when the REFUND was issued. Such SALES RECORDS and REFUNDS shall be presented in a format and in a manner acceptable to LITTLE. LITTLE shall deliver to NPC in accordance with Schedule C of this AGREEMENT, the SALES RECORDS and REFUNDS so presented by MEMBER to LITTLE which were generated with BANK CARDS.

b. The delivery to NPC of such BANK CARD-generated SALES RECORDS shall constitute an assignment to FNBL by MEMBER conditional upon MEMBER'S compliance with this AGREEMENT, of each such SALES RECORD and the indebtedness thereunder. In the event of loss in transit to NPC of any SALES RECORD or REFUND, MEMBER may, at its discretion, promptly deliver to LITTLE or NPC a replacement SALES RECORD or REFUND, in a manner acceptable to LITTLE or NPC, as the case may be.

c. FNBL agrees to purchase from MEMBER all SALES RECORDS and REFUNDS designated on Schedule B of this AGREEMENT as PURCHASED which have been generated with BANK CARDS and legibly completed in accordance with this AGREEMENT and have been successfully transmitted to NPC by LITTLE on behalf of MEMBER. For transactions designated on Schedule B of this AGREEMENT as CONVEYED, MEMBER'S rights with respect to payment therefor shall be governed by MEMBER'S arrangements with the respective CARD ORGANIZATION.

d. Daily, LITTLE shall calculate the GROSS PROCEEDS, PROCESSING FEES, PASS THROUGH FEES, RELEASED CHARGEBACKS, NET PROCEEDS and PREPAYMENT with respect to all SALES RECORDS and REFUNDS properly presented by LITTLE to NPC on the preceding BUSINESS DAY.

e. LITTLE shall promptly provide to NPC the results of the calculations described in Paragraph 3.d. above, in sufficient time for NPC and FNBL reasonably to meet the processing cycle set forth on Schedule C of this AGREEMENT. FNBL shall be entitled to rely upon such calculations and shall have no obligation to verify the completeness or accuracy thereof. Upon NPC'S receipt of such calculations from LITTLE, FNBL shall, in payment for the PURCHASED SALES RECORDS and PURCHASED REFUNDS to which such calculations relate:

1) Initiate a transfer, in an amount equal to NET PROCEEDS, to MEMBER'S BANK ACCOUNT, as designated from time to time by MEMBER in writing, in accordance with the processing cycle set forth on Schedule C of this AGREEMENT. If NET PROCEEDS is a negative amount, MEMBER agrees to cure the deficiency within one (1) BUSINESS DAY. If MEMBER shall fail to so cure a deficiency FNBL may debit MEMBER'S BANK ACCOUNT via ACH for such deficiency.

2) Pay to LITTLE an amount equal to LITTLE FEES.

3) If MEMBER maintains a RESERVE credit such RESERVE for an amount equal to PREPAYMENT.

4) If MEMBER maintains a RESERVE debit such RESERVE in an amount equal to RELEASED CHARGEBACKS.

f. Within three (3) BUSINESS DAYS following the close of a BUSINESS DAY on which activity occurs, LITTLE will supply to MEMBER an accounting of MEMBER'S NET PROCEEDS and MEMBER'S T&E CARD transactions for such BUSINESS DAY. LITTLE will not be responsible for any error which MEMBER does not bring to LITTLE'S attention within thirty (30) days from the date of such accounting.

g. For the purposes of honoring RETRIEVAL REQUESTS, MEMBER shall retain a copy of each SALES RECORD in the form of ORIGINAL PAPER for all in-person transactions and LITTLE shall retain the ability to produce a facsimile document for all other transactions, each for a period of not less than one hundred and twenty (120) days from the transaction date. MEMBER authorizes and directs NPC to route all RETRIEVAL REQUESTS to LITTLE, who shall receive same on MEMBER'S behalf. LITTLE or MEMBER, as the case may be, shall mail such requested item to the ISSUING MEMBER within fifteen (15) business days of the date of NPC'S RETRIEVAL REQUEST.



**4. RESERVE**

a. MEMBER agrees to maintain the minimum NET RESERVE balance specified on Schedule D of this AGREEMENT after funding estimated CHARGEBACK liability to FNBL with the PREPAYMENTS specified on said Schedule D.

b. LITTLE shall credit a compensating dividend to the NET RESERVE and provide to MEMBER and NPC a periodic accounting which relates the following to SUBMISSION DATES or ranges of SUBMISSION DATES: i) the amount of the BANK CARD-generated portion of the DEPOSITS submitted on those dates, ii) the GROSS RESERVE amounts for those dates, iii) the amounts of RELEASED CHARGEBACKS which relate to and reverse the specific SALES RECORDS submitted on those dates and iv) the resulting NET RESERVE for those dates.

c. If any periodic accounting shows that a NET RESERVE associated with a SUBMISSION DATE or range of SUBMISSION DATES becomes less or is projected to become less than the minimum specified on Schedule D of this AGREEMENT, a RESERVE DEFICIT shall exist. Upon advice from LITTLE of a RESERVE DEFICIT, FNBL shall replenish such RESERVE by withholding from future NET PROCEEDS the amount of such RESERVE DEFICIT. Upon notice from LITTLE, MEMBER shall repay any remaining RESERVE DEFICIT within one (1) BUSINESS DAY by wire transfer to FNBL. FNBL may increase the PREPAYMENT PERCENTAGE as appears to it to be necessary to avoid RESERVE DEFICITS.

d. If any periodic accounting shows that a NET RESERVE associated with a SUBMISSION DATE or range of SUBMISSION DATES is greater than and projected to remain greater than the minimum specified on Schedule D of this AGREEMENT, a rebate shall be due MEMBER. Such rebates for the affected SUBMISSION DATES will be made no later than 15 days following the sixth full calendar month after the affected SUBMISSION DATES. If FNBL reasonably believes a liability to third parties may exist after the sixth full calendar month, such rebates will not be made until FNBL no longer believes such liability may exist.

e. Upon termination of this AGREEMENT by any party for any reason MEMBER shall fund a RESERVE with an amount equal to the sum of the prior six (6) months' CHARGEBACKS or such other amount as LITTLE and FNBL mutually deem appropriate. Such RESERVE will be administered as provided above.

**5. CHARGEBACKS.**

MEMBER authorizes and directs NPC to route all CHARGEBACK documentation to LITTLE, who shall receive same on MEMBER's behalf. LITTLE will review, recreate or retrieve available information which LITTLE deems necessary to process CHARGEBACKS.

Notwithstanding any other provision of this AGREEMENT, FNBL is hereby authorized by MEMBER to charge daily the amount of any CHARGEBACKS or RELEASED CHARGEBACKS against each day's GROSS PROCEEDS (or, if a RESERVE exists, then against such RESERVE); provided, however, should such charges exceed the balance in the RESERVE, then FNBL may charge such excess against GROSS PROCEEDS or any account of MEMBER at FNBL) and reassign the corresponding SALES RECORD to MEMBER in any of the following situations supported by reasonable evidence:

a. Where a SALES RECORD shows PRODUCTS which the customer claims were not received or have been returned to the MEMBER or the customer has a copy of a REFUND issued by the MEMBER for which the customer has not been compensated;

b. Where an authorization was required and not obtained;

c. Where any operable portion of the SALES RECORD or REFUND is missing, illegible, altered, incorrect or inconsistent;

d. Where the SALES RECORD describes goods and/or services other than PRODUCTS;

e. Where the sale was made in violation of law or applicable government regulations;

f. Where the CARDHOLDER contends that the PRODUCTS sold were defective or not of merchantable quality or that there has been a breach of warranty and the CARDHOLDER also contends an attempt of resolution was made with MEMBER;

g. Where the SALES RECORD was generated with or contains data of a card other than a BANK CARD;

h. Where the SALES RECORD is a duplicate of one previously delivered to an ISSUING MEMBER or includes PRODUCTS previously paid for by, or on behalf of, the CARDHOLDER;

i. Where the CARDHOLDER contends that he neither participated in nor authorized a mail order, telephone order or pre-

authorized transaction or the BANK CARD number used in the transaction was fictitious, whether or not such transaction was properly authorized by the appropriate AUTHORIZATION CENTER;

j. Where the SALES RECORD for an in-person transaction does not contain the legible imprint of the embossed legend of a BANK CARD and the CARDHOLDER has certified that he did not make or authorize the in-person transaction;

k. Where the CARDHOLDER has submitted adequate proof that the total dollar amount shown on the SALES RECORD has been increased without his approval; provided, however, the dollar amount of the CHARGEBACK shall be limited to the amount of the alleged unauthorized alteration;

l. Where the MEMBER's employee generated the SALES RECORD or REFUND under circumstances which indicate a fraudulent use of a BANK CARD;

m. Where the SALES RECORD was generated by a MEMBER location after MEMBER had received notice from LITTLE or NPC that such location had been designated a "Special Merchant";

n. Where the SALES RECORD or REFUND does not contain such data as is required to comply with MCI's Rules or VISA's Operating Regulations and with federal and state billing disclosure laws and regulations relating to identification of transactions;

o. Where the SALES RECORD or REFUND was not transmitted in the manner agreed upon;

p. Where a RETRIEVAL REQUEST was made for the SALES RECORD within seven (7) years of the SALE DATE and MEMBER or LITTLE, as the case may be, did not mail such requested item to the ISSUING MEMBER within fifteen (15) calendar days of the date of the RETRIEVAL REQUEST;

q. Where the SALES RECORD or REFUND does not evidence a valid transaction between MEMBER and the CARDHOLDER;

r. In any other situation where the SALES RECORD was executed or depository credit was given to MEMBER in circumstances constituting a breach of any representation or warranty of MEMBER hereunder, or any action or lack of action by MEMBER resulted in a SALES RECORD being charged back to FNBL pursuant to the terms of MCI's Rules or VISA's Operating Regulations as the same may be amended from time to time.

**6. TITLE TO SALES RECORD.**

FNBL and ISSUING MEMBERS shall have title to and the sole right to receive payment on all SALES RECORDS PURCHASED unless and until reassigned to MEMBER, in which event MEMBER may enforce collection for the balance thereof.

**7. REPRESENTATIONS & WARRANTIES.**

MEMBER represents and warrants that:

a. All financial and other information pertaining to MEMBER heretofore provided by MEMBER to LITTLE is true, correct and complete as of the date hereof, and all such information hereafter provided by MEMBER to LITTLE shall be true, correct and complete as of the date provided. MEMBER shall promptly advise LITTLE of any material adverse change in such information.

b. Each SALES RECORD and REFUND presented for purchase hereunder shall be genuine and shall arise out of a bona fide sale of PRODUCTS in the dollar amount set forth thereon and shall not involve any element of credit for any other purpose, and the indebtedness shall not be subject to any defense, dispute, offset or counterclaim supported by reasonable evidence.

c. MEMBER shall not make any special charge to a CARDHOLDER nor require any CARDHOLDER to pay any part of any fee payable hereunder through any increase in price nor require any CARDHOLDER to pay any finance charge nor extract any special agreement or condition from a CARDHOLDER in connection with a CHARGE CARD transaction.

d. No SALES RECORD or REFUND presented for purchase hereunder has been or will be presented for purchase anywhere else.

**8. SERVICE MARKS AND TRADEMARKS.**

MEMBER may use without restriction any promotional materials which may be supplied to it in connection with this AGREEMENT and which contain the trademarks and service marks (hereinafter collectively called "Marks") owned by MCI or VISA. MEMBER may utilize such Marks in its own promotional and advertising materials without specific authorization so long as the colors, sizes and designs of such Marks as contained in the supplied materials are not altered

or obscured in any way. MEMBER acknowledges that it will acquire no right, title or interest in or to any Marks or company names by virtue of this AGREEMENT.

### 9. SECURITY.

In the event of the occurrence or threat of a material adverse change in MEMBER's financial condition or of any other event which causes LITTLE to reasonably deem itself insecure, or if any of MEMBER's locations shall be designated a "Special Merchant" as provided below, or if MEMBER is experiencing an excessive number of CHARGEBACKS (generally, CHARGEBACKS should not exceed a rate of 3 per 100 SALES RECORDS), LITTLE may designate MEMBER as a "Special Member" and (a) cause some or all of MEMBER's GROSS PROCEEDS to be transferred as a PREPAYMENT to a RESERVE, (b) discontinue processing SALES RECORDS and REFUNDS presented by MEMBER, and/or (c) assume a continuing security interest in all of the now owned or hereafter acquired (and all products and proceeds thereof) accounts, inventory, general intangibles, chattel paper, fixtures, instruments, ownership titles, securities, trade secrets, computer programs, customer lists, tax refunds, liens, guarantees, rights, remedies and privileges pertaining to the foregoing, and is hereby authorized to sign and file financing statements evidencing such security interest.

LITTLE or NPC may designate a MEMBER location a "Special Merchant" if it has reason to believe that the MEMBER location: has committed or knowingly permitted misuse of BANK CARDS; has presented a SALES RECORD or REFUND involving a fraudulent transaction; has generated excessive numbers of transactions resulting in CHARGEBACKS; or is otherwise failing to comply with any requirement of Paragraph 2 of this AGREEMENT.

LITTLE or NPC may, without terminating this AGREEMENT, cease accepting delivery of SALES RECORDS or REFUNDS from any MEMBER location which it suspects may be engaging in activity which could result in such MEMBER location being designated a "Special Merchant", provided LITTLE or NPC has notified MEMBER in writing of such suspicion and the situation creating such suspicion has not been corrected to LITTLE's and NPC's satisfaction within ten (10) calendar days following the date of such notice. LITTLE or NPC may, without terminating the AGREEMENT, decline acceptance of SALES RECORDS for CARD SALES which are of a materially different nature than represented on MEMBER's APPLICATION.

### 10. TERMINATION.

This AGREEMENT shall have an initial term of one (1) year, commencing on the effective date hereof, and shall be automatically extended for successive one (1) year terms unless terminated by any party as provided herein. Effective upon the expiration of the initial term or any renewal term, any party may terminate this AGREEMENT upon at least ninety (90) calendar days prior advance written notice to the other parties. If any party shall default in the performance of any of its obligations hereunder and shall fail or refuse to remedy such default within ten (10) calendar days after written notice, or if any party shall breach any representation or warranty made herein, any other party may terminate this AGREEMENT immediately upon written notice to the other parties. If any party shall become insolvent, be placed in receivership, make an assignment for the benefit of creditors or seek relief or have a petition filed against it under any provision of the federal Bankruptcy Code, any other party may terminate this AGREEMENT immediately upon written notice to the other parties. No termination shall affect the rights or obligations of any party which may have arisen or accrued, or which relate to or derive from events which occurred prior to such termination including, but not limited to, MEMBER's and LITTLE's obligations with respect to CHARGEBACKS and RETRIEVAL REQUESTS, MEMBER's obligation to pay all fees and charges for services provided hereunder, and all indemnity agreements contained herein. Upon termination, MEMBER shall return any materials or supplies issued by LITTLE as part of this AGREEMENT.

### 11. ENTIRE AGREEMENT AND ASSIGNMENT.

This AGREEMENT, including all Schedules hereto, MCI's Rules and VISA's Operating Regulations, all as they may be amended from time to time, and operational letters, shall constitute the entire agreement of the parties. This AGREEMENT shall bind the parties, their respective successors, legal representatives and assigns. This AGREEMENT may not be assigned by any party hereto without the prior consent of each other party; provided, however, that performance of some or all of the services to be performed by NPC hereunder may be delegated by NPC to any other affiliate or subsidiary of National City Corporation.

### 12. NOTICES.

Any notices permitted or required hereunder shall be deemed given when delivered by hand, or when deposited in the United States Mail with postage prepaid or delivered prepaid to a recognized delivery service, addressed to the respective addresses shown at the end of this AGREEMENT. Any party may, by written notice to the other

parties, change from time to time the address to which notices to it are to be sent. Revisions to this AGREEMENT, including related Schedules, may from time to time be issued by LITTLE on behalf of LITTLE, NPC or FNBL. Such revisions shall be effective on the date so indicated thereon, except as hereinafter provided. Any adversely affected party may dispute such revisions by giving written notice thereof to LITTLE within fifteen (15) days of the issuance of such revision. Should disputed revisions not be resolved to the disputing party's satisfaction within fifteen (15) days of LITTLE's receipt of such notice, the disputing party may thereupon terminate this AGREEMENT upon thirty (30) days advance written notice to the other parties. In the event of such a termination, the disputed revision shall not take effect.

### 13. INDEMNITY AGREEMENTS.

a. LITTLE, NPC and FNBL shall each indemnify, defend and hold MEMBER harmless from and against any and all expenses, losses, damages, costs and liabilities incurred by MEMBER as a result of, arising from or in connection with any breach by such indemnitor of any of its respective duties or obligations under this AGREEMENT.

b. MEMBER shall indemnify, defend and hold LITTLE, NPC and FNBL, and all members and licensees of MCI and VISA, harmless from and against any and all expenses, losses, damages, costs and liabilities incurred as a result of any claim asserted because of credit disclosures on unapproved SALES RECORDS which are inconsistent with credit disclosures previously made by any ISSUING MEMBER;

c. MEMBER shall indemnify, defend and hold LITTLE, NPC and FNBL, and all members and licensees of MCI and VISA, harmless from and against any and all expenses, losses, damages, costs and liabilities arising out of or in connection with any claim, complaint or dispute asserted by cardholder with regard to PRODUCTS sold, or out of any violation by MEMBER of any applicable rule or regulation of any CARD ORGANIZATION or any federal, state or local law or regulation. Any dispute between MEMBER and cardholder shall be settled directly by MEMBER without liability to LITTLE, NPC or FNBL;

d. MEMBER shall indemnify, defend and hold LITTLE, NPC and FNBL, and all members and licensees of MCI and VISA, harmless from and against any and all expenses, losses, damages, costs and liabilities incurred as a result of, arising from, or in connection with any MEMBER location engaging in any transaction which it knew or should have known to be fraudulent or not authorized by the CARDHOLDER including, but not limited to, fraudulent transactions involving the multiple imprinting of SALES RECORDS or REFUNDS or the use of counterfeit CHARGE CARDS;

### 14. FORCE MAJEURE.

Any party to this AGREEMENT shall be released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any act of God, fire, flood, storm, earthquake, tidal wave, sabotage, war, military operation, national emergency, mechanical or electrical breakdown, civil commotion, strike or other differences with workmen or unions, or the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or any party's compliance therewith, or government prohibition, regulation or priority, or any other cause beyond such party's reasonable control, whether similar or dissimilar to such causes.

### 15. LOCATION LIST.

MEMBER shall provide LITTLE, upon execution of this AGREEMENT, with a complete list of all its locations which MEMBER authorizes to honor CHARGE CARDS under this AGREEMENT, such list to include the correct and complete mailing addresses and complete telephone numbers in location number order. MEMBER shall provide LITTLE with updates to said list promptly as changes occur.

### 16. AUDIT.

LITTLE shall have the right to verify all transactions and to examine MEMBER's books, records, and other papers to the extent necessary to enable LITTLE to perform its obligations and exercise its rights under this AGREEMENT. MEMBER shall furnish LITTLE with such financial and other information as LITTLE may request from time to time.

### 17. CONFIDENTIALITY.

a. MEMBER shall not disclose a CARDHOLDER's account information nor other personal information to third parties other than to the MEMBER's agents for the purpose of assisting MEMBER in completing the transaction or as specifically required by law.



b. MEMBER, or any agent of MEMBER, shall store in an area limited to selected personnel and, prior to discarding, shall destroy in a manner rendering data unreadable, all material containing CARDHOLDER account numbers, card imprints, such as SALES RECORDS and REFUNDS, transaction agreements and carbons.

c. Each party hereto agrees to hold in confidence, and to use only in connection with performance of its obligations hereunder, all confidential or proprietary information of any other party which it receives or gains access to in connection with this AGREEMENT and to use reasonable efforts to ensure such confidence by its employees with access to such information.

d. The provisions of this Paragraph 17 shall survive the termination of this AGREEMENT.

**18. GOVERNING LAW.**

This AGREEMENT shall be governed by and construed in accordance with the internal law of the Commonwealth of Kentucky. If any provision of this AGREEMENT shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In any action to enforce any obligation under this AGREEMENT, the losing party shall pay all costs, expenses and reasonable attorneys' fees of the prevailing party.

**19. NO JOINT VENTURE**

Nothing contained in this AGREEMENT shall be deemed or construed to create a co-partnership or joint venture between or among any of the parties hereto.

**Schedule A**

**Fees**

The pricing below makes the following assumptions:

All CHARGE CARD transactions from all divisions and subsidiaries will be processed by LITTLE's Payment Processing Division.

The average value of your DEPOSIT items will be \$108.00.

MEMBER will process approximately 54,000 SALES RECORDs and REFUNDs with LITTLE annually.

**PROCESSING FEES**

Per BANK CARD Transaction	\$.40
Per T&E CARD Transaction	.15
Per CPU Authorization	.05
Per Voice Authorization	.65
Per Voice AVS	.90
Per CHARGEBACK Processed/Represented	2.50
ACH Funds Transfer	2.50
Postage, Supplies, Equipment & Other Services	Charged as used

**PASS THROUGH FEES**

The current BANK CARD PASS THROUGH FEES as of April, 1991 are as follows:

**For Direct Marketing DEPOSITS:**

<u>Classification</u>	<u>VISA</u>	<u>MasterCard</u>
TIF I/Merit 2	1.50%	1.50% + \$.07
Standard/Standard	1.91% + \$.106	2.08% + \$.08
Dues & Assessments	.069% + \$.0022	.090%

The criteria to qualify for these rates are:

TIF I/Merit 2 - Authorized SALES RECORD deposited within 3 days of SALE DATE. This is the rate for which Direct Marketing DEPOSITS will most often qualify when LITTLE receives a DEPOSIT file within one day of the SALE DATE.

Standard - DEPOSITS which do not meet the above criteria.

**Schedule B  
Operating Procedures**

**Contract Administration:**

The Designees named below are the Contract Administrators and may be changed from time to time by notification to the other parties.

Robert George  
MEMBER Contract Administrator

Doris Genesi  
LITTLE Contract Administrator

Pegge Flaherty  
NPC Contract Administrator

Pegge Flaherty  
FNBL Contract Administrator

**CHARGE CARDS Processed:**

<u>CARD ORGANIZATION</u>	<u>Transaction Type</u>
Visa	Authorized and PURCHASED
MasterCard	Authorized and PURCHASED
American Express	Authorized and CONVEYED
Discover	Authorized and CONVEYED

**Order Transmission:**

LITTLE will receive MEMBER authorization requests and LITTLE will transmit authorization replies back to MEMBER. LITTLE will receive MEMBER DEPOSIT and REFUND file transmissions which LITTLE will present as DEPOSITS to the various CARD ORGANIZATIONS for settlement.

If via Point of Sale Data Capture Terminal, MEMBER will transmit authorization requests to AUTHORIZATION CENTER, who will then transmit authorization replies back. Upon MEMBER's settlement of the Terminal, MEMBER will transmit shipment confirmations and REFUNDS to AUTHORIZATION CENTER, which LITTLE will receive the following day and convey as DEPOSITS to the various CARD ORGANIZATIONS for settlement.

**Schedule C  
Processing Cycle**

<u>Event</u>	<u>Business Day</u>
LITTLE receives MEMBER's authorization requests	Monday
MEMBER receives the authorization replies from LITTLE	Monday
LITTLE receives MEMBER DEPOSIT file following shipments	Monday
LITTLE transmits DEPOSIT file to NPC	Monday
MEMBER receives NET PROCEEDS from FNBL	Wednesday

The above is an example of an order keyed on a Monday. Orders keyed on other days will follow the same schedule relative to that day. Non-bank days (holidays and weekends) are not counted in the DEPOSIT schedule but authorizations may be obtained at any time. Note: If transmission is by Data Capture Terminal MEMBER will receive funds one day later than shown in the table above.



**Schedule D**  
**Reserve**

**PREPAYMENTS:**

No PREPAYMENTS will be required.

**CHARGEBACK DEPOSIT:**

No CHARGEBACK DEPOSIT will be required.

**NET CHARGEBACK RESERVE:**

Minimum NET CHARGEBACK RESERVE \$75,000.00

### MEMBER AGREEMENT

(Member Copy)

This AGREEMENT shall take effect as of the date last signed below.

Agreed to by:

Museum Publications of America  
 MEMBER  
 306 Dartmouth Street, Boston, MA 02116  
 Address  
 By, Title (type of office) *Albert S. Gordon*  
 By (authorized signatory) *[Signature]*  
 Date *05/27/92*

Agreed to by:

Little & Company, Inc.  
 54 Stiles Road, Salem, NH 03079  
*J. E. Shroy*  
 John E. Shroy, V.P. Finance & Administration  
 Date *6/3/92*

Agreed to by:

National Processing Company  
 1231 Durrett Lane, Louisville, KY 40285  
*Norman M. Martin*  
 Norman M. Martin, Executive Vice President  
 Date *JUN 09 1992*

Agreed to by:

First National Bank of Louisville  
 Louisville, KY  
*Norman M. Martin*  
 Norman M. Martin, Senior Vice President  
 Date *JUN 09 1992*

# MEMBER AGREEMENT

(Little Copy)

This AGREEMENT shall take effect as of the date last signed below.

Agreed to by:

Museum Publications of America  
 MEMBER  
 306 Dartmouth Street, Boston, MA 02116  
 ADDRESS  
 By (authorized signature) *Robert S. Borden*  
 Date *05/17/92*

Agreed to by:

Little & Company, Inc.  
 54 Stiles Road, Salem, NH 03079  
 By (authorized signature) *John E. Shroy*  
 JOHN E. SHROY, V.P. Finance & Administration  
 Date *6/3/92*

Agreed to by:

National Processing Company  
 1231 Dunbar Lane, Louisville, KY 40285  
 By (authorized signature) *Norman M. Martin*  
 Norman M. Martin, Executive Vice President  
 Date **JUN 09 1992**

Agreed to by:

First National Bank of Louisville  
 Louisville, KY  
 By (authorized signature) *Norman M. Martin*  
 Norman M. Martin, Senior Vice President  
 Date **JUN 09 1992**

### MEMBER AGREEMENT

(ENBL/NPC Copy)

This AGREEMENT shall take effect as of the date last signed below.

Agreed to by:

Museum Publications of America  
MEMBER  
306 Dartmouth Street, Boston, MA 02116  
Address  
By, Title (Type of Party) *Albert S. Gordon, CEO*  
By (Signature) *[Signature]*  
Date *5/29/92*

Agreed to by:

Lite & Company, Inc.  
54 Stiles Road, Salem, NH 03079  
By, Title (Type of Party) *John F. Shirey*  
JOHN F. SHIREY, V.P. Finance & Administration  
Date *6/3/92*

Agreed to by:

National Processing Company  
1231 Durrett Lane, Louisville, KY 40285  
By, Title (Type of Party) *Norman M. Martin*  
Norman M. Martin, Executive Vice President  
Date *JUN 09 1992*

Agreed to by:

First National Bank of Louisville  
Louisville, KY  
By, Title (Type of Party) *Norman M. Martin*  
Norman M. Martin, Executive Vice President  
Date *JUN 09 1992*



## Boston Publishing Company, Inc.

306 Dartmouth Street, Boston, Massachusetts 02116  
Telephone: (617) 267-8800 Fax: (617) 267-8801

Robert J. George  
President

February 17, 1994

Mr. Michael P. Duffy  
Vice President  
Litle & Co.  
54 Stiles Road  
Salem, New Hampshire 03079

First U.S.A. Merchant Services, Inc.  
2001 Bryan Tower, 10th Floor  
Dallas, Texas 75201

Re: Boston Publishing Company, Inc.  
Litle Agreement dated 6/8/90

Dear Michael:

As you know, for some time now we have been working to arrange a line of credit to assist us in financing inventory. I am pleased to report that we have now established a \$3 million line. The lender is Hanover Finance Corporation (a subsidiary of Hanover Direct).

Under the terms of our agreement with Hanover, Boston Publishing will be able to borrow amounts equal to 50% of the value of our inventory and up to 80% of the value of our receivables. Listed as one of our receivables, of course, is money we receive from Litle & Co. It is important that we be able to include this sum in our arrangements with Hanover so that we can make full use of the credit facility being made available to us. Adding depth to our inventory will enable us to reduce backorders, increase sales and improve customer service.

As security for the obligations of Boston Publishing (the Borrower) under such financing agreements, Hanover Finance is being granted a security interest in our inventory, certain accounts and substantially all of the tangible and intangible personal property of Boston Publishing, including, without limitation, all rights of the Borrower to receive payments in respect of Card Sales from Litle & Co. As a condition to providing financing to Boston Publishing, Hanover Finance is requiring Boston Publishing to obtain your agreement to the provisions of this letter agreement.

Accordingly, we are requesting that you hereby agree with Boston Publishing and Hanover Finance as follows:

1. Upon written instruction from Hanover Finance or assignees of Hanover Finance, designated in writing by Hanover Finance, without further action by Boston Publishing, you will make all payments of Net Proceeds or any other credits, reserves, deposits, balances, refunds or other amounts now or hereafter due to Boston Publishing under the Member Agreement in respect of Card Sales directly by wire transfer, to such account or accounts as Hanover Finance may designate in writing (the "Accounts").

2. Hanover Finance acknowledges that its security interest in the rights of the Borrower to payment pursuant to the Agreement is subject to your rights to set off certain amounts for fees and other amounts due to you under the Agreement to the extent provided therein, and is further subject to the rights of Litle & Co. to payment under a demand promissory note, dated January 21, 1994, the principal amount of which outstanding at the date hereof is \$179,220.28, and a demand promissory note, dated January 28, 1994, the principal amount of which outstanding at the date hereof is \$112,551.59, and to interest thereunder (the "Promissory Note Obligations"). ~~You may not make debits to or claims against the Accounts.~~ *MPA*

3. Each of you acknowledges and agrees that you have no security interest in or lien on the Net Proceeds or any other property of Boston Publishing, notwithstanding any provision of the Member Agreement to the contrary, except in respect of the Promissory Note Obligations and as limited in the promissory notes related thereto.

4. The provisions of this letter agreement cannot be modified or rescinded without our prior written consent. Our rights hereunder are assignable, upon written notice to the parties hereto at the addresses specified herein or such other addresses as shall be designated in writing. The signature of the Borrower set forth below indicates its consent to the terms hereof.

If the foregoing is acceptable to you, please acknowledge your agreement to acceptance of this letter agreement by duly signing and returning a copy of this letter, it being agreed that this letter agreement may be executed in counterparts.

Very truly yours,

BOSTON PUBLISHING COMPANY, INC.

By: [Signature]  
Title: President

Acknowledged and agreed to this 23 day of February, 1994.

LITTLE & CO.

By: [Signature]  
Title: VP Finance

Acknowledged and agreed to this \_\_\_ day of February, 1994.

FIRST U.S.A. MERCHANT SERVICES, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(6)



54 Stiles Road, Salem, NH 03079 • Tel: 603/893-9333 • Fax: 603/894-5357

2/24/94

FAXED to

Bob George 617-267-8801

+  
Michael Riccio  
617-951-1295

February 24, 1994

Mr. Michael Riccio  
Hutchins & Wheeler  
101 Federal Street, 30th Floor  
Boston, Ma. 02110

Dear Mr. Riccio

Based on the established relationship between Boston Publishing Company, Inc. and Hanover Finance Corporation, Litle & Co. agrees to release certain UCC filings as follows.

Litle & Co. will release a UCC filing dated 2/2/94, 9:32 am, filing number 213656 which is secured by a note between Litle & Co. and Museum Publications of America, signed 1/20/94 on the date that the debt is paid in full. The scheduled date of last payment is 3/4/94.

Litle & Co. will release a UCC filing dated 2/7/94, 10:06 am, filing number 214470 which is secured by a note between Litle & Co. and Museum Publications of America, signed 1/31/94 on the date that the debt is paid in full. The scheduled date of last payment is 3/11/94.

Litle & Co will release these UCC accordingly through the Secretary of State, Commonwealth of Massachusetts.

If I can be of further service or should you have any concerns please feel free to contact me at 603-893-9333 ext. 357.

Very Truly Yours,

Michael P. Duffy  
Vice President

Schedule E-1

Demand Promissory Note for Postage Advances

Principle Amount of Advance is:  
Management Fee:  
Advance is Payable to:

\$204,224.48  
\$9190.52

United States Postmaster  
Saratoga Springs, NY  
September 17, 1993  
October 4, 1993  
See repayment schedule  
November 19, 1993

Advance will be made on:  
First repayment will be made on:  
Daily Repayment:  
Last repayment will be made on:

In consideration of Little & Co. making advances for the account of MEMBER to United States Postal Service, MEMBER agrees to pay on demand the Principal Amount of Advance plus management fee to Little & Co., or order. MEMBER further agrees that all CHARGE CARD transactions from all divisions and subsidiaries will be processed by Little & Co. while any amount owed under this note is still outstanding. Notwithstanding that such amounts are otherwise payable on demand, MEMBER agrees that (i) the Principal Amount of Advance, plus management fee shall be paid in full on or before November 19, 1993, (ii) the Daily Repayments shall be deducted from daily NET PROCEEDS and (iii) the repayments will be applied to the Management Fee first then to the outstanding Principal amount.

Until such time as demand is made MEMBER shall make payments in accordance with the schedule above. The rights and remedies of Little & Co. under this Schedule are cumulative of, in addition to, and not in limitation of, any right or remedies otherwise available to Secured Party including without limitation such other rights and remedies as may be available under the MASTER MEMBER AGREEMENT. MEMBER shall pay reasonable costs of collection incurred by Secured Party, including reasonable fees of attorney.

No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of such right or any other right. MEMBER waives presentment, demand, protest and notices of every kind and assents to any one or more extensions of time or other indulgences, to any substitutions, exchanges or releases of collateral (if any), and to the addition or release of any person primarily or secondarily liable.

Guaranteed personally by:

Museum Publications of America  
MEMBER

Robert J. George  
Individual (type or print)

306 Dartmouth Street, Boston, MA 02116  
Address

138 Farm Rd Sherborn MA  
Address 01770

Robert J. George, President  
By (type or print name & title)

Robert J. George  
By (signature)

[Signature]  
By (authorized signature)

9-27-93  
Date

9-27-93  
Date



Schedule F-1  
Security Agreement

To secure the prompt and full payment of any and all obligations, whether due or to become due, now existing or hereafter arising, of MEMBER to Lille & Co., Inc. ("Secured Party"), including without limitation those obligations arising under Schedule E-1 of the MEMBER AGREEMENT for Postage Advances, MEMBER grants Secured Party a continuing security interest in all accounts, inventory, equipment, customer lists, furniture, fixtures, CARD SALES, and all other tangible and intangible property of MEMBER, wherever located, now owned or hereafter acquired or arising and any and all additions, substitutions, proceeds and products thereof and interest. All cash, deposits, instruments, sums due MEMBER from Secured Party, or other property of MEMBER in possession of Secured Party (whether for safekeeping or otherwise) shall constitute security for the obligations and may be applied or set off by Secured Party against the obligations at any time and whether or not any of the obligations are then due or other collateral is available to Secured Party.

MEMBER agrees that a copy of this security agreement may be filed as a financing statement and MEMBER agrees to take such additional acts and deliver such additional documents as Secured Party may reasonably request in order to protect, preserve and perfect the rights of Secured Party.

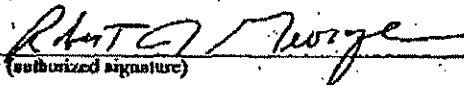
Upon a default in payment of any of the obligations secured hereby or performance of any obligation of MEMBER under this Schedule, Secured Party may, upon 48 hours notice, at its option, declare all obligations immediately due and payable and exercise all rights and remedies available to a secured party under applicable law. All rights and remedies of Secured Party under this Schedule are cumulative of, in addition to, and not in limitation of, any rights or remedies otherwise available to Secured Party including without limitation such other rights and remedies as may be available under the MASTER MEMBER AGREEMENT. MEMBER shall pay reasonable costs of collection incurred by Secured Party, including reasonable fees of attorney.

No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of such right or any other rights. MEMBER waives presentment, demand, protest and notices of every kind and assents to one or more extensions of time or other indulgences, to any substitutions, exchanges or releases of collateral (if any), and to the addition or release of any other person, primarily or secondarily liable.

Museum Publications of America  
MEMBER

306 Dartmouth Street, Boston, MA 02116  
Address

Robert J George, President  
By (type or print name & title)

  
By (authorized signature)

9-27-93  
Date

**REPAYMENT SCHEDULE**

Repayment Schedule for Museum Publications of America - 413908

<u>Week Of</u>	<u>% of Volume</u>	<u>Weekly Pymt.</u>	<u>Daily Payment</u>
4-Oct	22.26%	47515.65	9503.13
11-Oct	24.14%	51515.48	10303.10
18-Oct	14.92%	31847.51	6369.50
25-Oct	13.19%	28148.64	5629.73
1-Nov	9.84%	21006.51	4201.30
8-Nov	8.74%	18645.34	3729.07
15-Nov	8.90%	14735.86	2947.17
	100.00%	\$213,415	

Daily payment amounts are for all five days of the week.  
 Little management fee taken out of first payment

Schedule E-2

Demand Promissory Note for Postage Advances

Principle Amount of Advance is:	\$140,946.13
Management Fee:	\$6,342.87
Advance is Payable to:	United States Postmaster Saratoga Springs, NY
Advance will be made on:	October 5, 1993
First repayment will be made on:	October 18, 1993
Daily Repayment:	See repayment schedule
Last repayment will be made on:	December 3, 1993

In consideration of Little & Co. making advances for the account of MEMBER to United States Postal Service, MEMBER agrees to pay on demand the Principal Amount of Advance plus management fee to Little & Co., or order. MEMBER further agrees that all CHARGE CARD transactions from all divisions and subsidiaries will be processed by Little & Co. while any amount owed under this note is still outstanding. Notwithstanding that such amounts are otherwise payable on demand, MEMBER agrees that (i) the Principal Amount of Advance, plus management fee shall be paid in full on or before December 3, 1993, (ii) the Daily Repayments shall be deducted from daily NET PROCEEDS and (iii) the repayments will be applied to the Management Fee first then to the outstanding Principal amount.

Until such time as demand is made MEMBER shall make payments in accordance with the schedule above. The rights and remedies of Little & Co. under this Schedule are cumulative of, in addition to, and not in limitation of, any right or remedies otherwise available to Secured Party including without limitation such other rights and remedies as may be available under the MASTER MEMBER AGREEMENT. MEMBER shall pay reasonable costs of collection incurred by Secured Party, including reasonable fees of attorney.

No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of such right or any other right. MEMBER waives presentment, demand, protest and notices of every kind and assents to any one or more extensions of time or other indulgences, to any substitutions, exchanges or releases of collateral (if any), and to the addition or release of any person primarily or secondarily liable.

Guaranteed personally by:

Museum Publications of America  
MEMBER

306 Dartmouth Street, Boston, MA 02116  
Address

Robert J. George, President  
By (type or print name & title)

*[Signature]*  
By (authorized signature)

10-20-93  
Date

*Robert George*  
Individual (type or print)

138 Farm Rd  
Address

*Sharon MA 01770*  
By (signature)

10-20-93  
Date

Schedule F-2  
Security Agreement

To secure the prompt and full payment of any and all obligations, whether due or to become due, now existing or hereafter arising, of MEMBER to Little & Co., Inc. ("Secured Party"), including without limitation those obligations arising under Schedule B-2 of the MEMBER AGREEMENT for Postage Advances, MEMBER grants Secured Party a continuing security interest in all accounts, inventory, equipment, customer lists, furniture, fixtures, CARD SALES and all other tangible and intangible property of MEMBER, wherever located, now owned or hereafter acquired or arising and any and all additions, substitutions, proceeds and products thereto and thereof. All cash deposits, investments, savings and other property of MEMBER in possession of Secured Party (whether for safekeeping or otherwise) shall constitute security for the obligations and may be applied or set off by Secured Party against the obligations at any time and whether or not any of the obligations are then due or other collateral is available to Secured Party.

MEMBER agrees that a copy of this security agreement may be filed as a financing statement and MEMBER agrees to take such additional acts and deliver such additional documents as Secured Party may reasonably request in order to protect, preserve and perfect the rights of Secured Party.

Upon a default in payment of any of the obligations secured hereby or performance of any obligation of MEMBER under this Schedule, Secured Party may, upon 48 hours notice, at its option, declare all obligations immediately due and payable and exercise all rights and remedies available to a secured party under applicable law. All rights and remedies of Secured Party under this Schedule are cumulative of, in addition to, and not in limitation of, any rights or remedies otherwise available to Secured Party including without limitation such other rights and remedies as may be available under the MASTER MEMBER AGREEMENT. MEMBER shall pay reasonable costs of collection incurred by Secured Party, including reasonable fees of attorney.

No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of such right or any other rights. MEMBER waives presentment, demand, protest and notices of every kind and assents to one or more extensions of time or other indulgences, to any substitutions, exchanges or releases of collateral (if any), and to the addition or release of any other person, primarily or secondarily liable.

Museum Publications of America  
MEMBER

306 Dartmouth Street, Boston, MA 02116  
Address

Robert J George, President  
By (type or print name & title)

  
By (authorized signature)

10-20-99  
Date



Repayment II

REPAYMENT SCHEDULE II

Repayment Schedule for Finishing Touches - 413906 (Museum Publications of America)

Week Of	% of Volume	Weekly Payment	Daily Payment
18-Oct	13.65%	\$20,098	\$4,019.52 ✓
25-Oct	15.82%	\$23,304	\$4,660.75
1-Nov	18.31%	\$26,962	\$5,392.35
8-Nov	19.72%	\$29,049	\$5,809.79
15-Nov	13.15%	\$19,366	\$3,873.18
22-Nov	9.86%	\$14,524	\$2,904.90
29-Nov	9.50%	\$13,987	\$2,797.31
		\$147,289	

07/18/2006 TUE 11:31 FAX 603 896 8652 CHASE PAYMENTECH --- legal-Emma

013/036

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es)  <b>Museum Publications of America 306 Dartmouth Street Boston, MA 02116</b>	2. Secured Party(ies) and address(es)  <b>Little &amp; Company, Inc. 54 Stiles Road Salem, NH 03079</b>	3. For Filing Officer (Date, Time, Number, and Filing Office)  <b>213658</b> FEB - 3 PM '06

7. This financing statement covers the following types (or items) of property:

**SEE ATTACHED SECURITY AGREEMENT**

**E3 & F3**

**ORIGINALS - ON FILE**

Products of Collateral are also covered.

**TERMINATION STATEMENT**

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Dated: \_\_\_\_\_, 19 \_\_\_\_\_

By: \_\_\_\_\_  
Signature(s) of Secured Party (Or Assignee)

Filing Officer Copy — Acknowledgment — Filing officer make sure filing information is in Box 3 before returning this copy to filer.

07/19/2006 TUE 11:32 FAX 603 896 8652 CHASE PAYMENTECH --- legal-Emma

014/036

Schedule E-3

Demand Promissory Note for Postage Advances

Principle Amount of Advance is:  
Management Fee:  
Advance is Payable to:

\$179,220.28 ✓  
\$8,064.91 ✓  
United States Postmaster  
Saratoga Springs, NY  
January 21, 1994  
January 31, 1994  
See repayment schedule  
March 4, 1994.

Advance will be made on:  
First repayment will be made on:  
Daily Repayment:  
Last repayment will be made on:

In consideration of Litle & Co. making advances for the account of MEMBER to United States Postal Service, MEMBER agrees to pay on demand the Principal Amount of Advance plus management fee to Litle & Co., or order. MEMBER further agrees that all CHARGE CARD transactions from all divisions and subsidiaries will be processed by Litle & Co. while any amount owed under this note is still outstanding. Notwithstanding that such amounts are otherwise payable on demand, MEMBER agrees that (i) the Principal Amount of Advance, plus management fee shall be paid in full on or before March 4, 1994, (ii) the Daily Repayments shall be deducted from daily NET PROCEEDS and (iii) the repayments will be applied to the Management Fee first then to the outstanding Principal amount.

Until such time as demand is made MEMBER shall make payments in accordance with the schedule above. The rights and remedies of Litle & Co. under this Schedule are cumulative of, in addition to, and not in limitation of, any right or remedies otherwise available to Secured Party including without limitation such other rights and remedies as may be available under the MASTER MEMBER AGREEMENT. MEMBER shall pay reasonable costs of collection incurred by Secured Party, including reasonable fees of attorney.

No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of such right or any other right. MEMBER waives presentment, demand, protest and notices of every kind and assents to any one or more extensions of time or other indulgences, to any substitutions, exchanges or releases of collateral (if any), and to the addition or release of any person primarily or secondarily liable.

Guaranteed personally by:

Museum Publications of America  
MEMBER

306 Dartmouth Street, Boston, MA 02116  
Address

Robert J. George, President  
By (type or print name & title)

*Robert J. George*  
By (authorized signature)

1/20/94  
Date

ROBERT J. GEORGE  
Individual (type or print)

138 FARM RD, SHERBURN MA 01772  
Address

*Robert J. George*  
By (signature)

1-20-94  
Date

Schedule F-3  
Security Agreement

To secure the prompt and full payment of any and all obligations, whether due or to become due, now existing or hereafter arising, of MEMBER to Lisle & Co., Inc. ("Secured Party"), including without limitation those obligations arising under Schedule E-3 of the MEMBER AGREEMENT for Postage Advances, MEMBER grants Secured Party a continuing security interest in all accounts, inventory, equipment, customer lists, furniture, fixtures, CARD SALES and all other tangible and intangible property of MEMBER, wherever located, now owned or hereafter acquired or arising and any and all additions, substitutions, proceeds and products thereto and thereof. All cash, deposits, instruments, sums due MEMBER from Secured Party, or other property of MEMBER in possession of Secured Party (whether for safekeeping or otherwise) shall constitute security for the obligations and may be applied or set off by Secured Party against the obligations at any time and whether or not any of the obligations are then due or other collateral is available to Secured Party.

MEMBER agrees that a copy of this security agreement may be filed as a financing statement and MEMBER agrees to take such additional acts and deliver such additional documents as Secured Party may reasonably request in order to protect, preserve and perfect the rights of Secured Party.

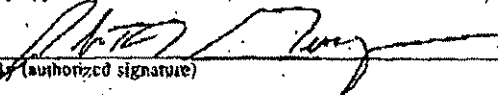
Upon a default in payment of any of the obligations secured hereby or performance of any obligation of MEMBER under this Schedule, Secured Party may, upon 48 hours notice, at its option, declare all obligations immediately due and payable and exercise all rights and remedies available to a secured party under applicable law. All rights and remedies of Secured Party under this Schedule are cumulative of, in addition to, and not in limitation of, any rights or remedies otherwise available to Secured Party including without limitation such other rights and remedies as may be available under the MASTER MEMBER AGREEMENT. MEMBER shall pay reasonable costs of collection incurred by Secured Party, including reasonable fees of attorney.

No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of such right or any other rights. MEMBER waives presentment, demand, protest and notices of every kind and assents to one or more extensions of time or other indulgences, to any substitutions, exchanges or releases of collateral (if any), and to the addition or release of any other person, primarily or secondarily liable.

Museum Publications of America  
MEMBER

306 Dartmouth Street, Boston, MA, 02116  
Address

Robert J George, President  
By (type or print name & title)

  
By (authorized signature)

1-20-97  
Date

**REPAYMENT**

**Repayment Schedule for Museum Collections**

Week Of	% of Volume	Weekly Payment	Daily Payment
31-Jan	9.61%	\$17,998	\$3,599.62
7-Feb	24.95%	\$46,728	\$9,345.52
14-Feb	30.24%	\$56,635	\$11,327.00
21-Feb	21.76%	\$40,753	\$8,150.64
28-Feb	13.44%	\$25,171	\$5,034.22
	100.00%	\$187,285	

Daily payment amounts are for all five days of the week  
 Little Management fee are taken out of first payments





07/18/2006 TUE 11:36 FAX 603 896 8652 CHASE PAYMENTECH --- Legal-Emma

018/036

JAN 19 '94 10:13 MUSEUM PUBLICATIONS

P.1/1

**THIRD CLASS POSTAL ESTIMATE**

TITLE: MUSEUM COLLECTIONS		DROP DATE: 1/25-28/94	
JOB NUMBER: 93-5692		ISSUE: DROP 1	
PERMIT # 58		TYPE OF LABELS: Inkjet	
VERSION: 1,2,3,4		DATE RECEIVED: 1/14/94	
ESTIMATED WEIGHT: .2250		(OVER .2067 LBS./3.3067 OZ.)	
<b>POUND RATE</b>		<b>BOOK WEIGHT</b>	<b>TOTAL WEIGHT</b>
TOTAL PIECES	1,135,958	.2250	255,590.55
		<b>RATE</b>	<b>POSTAGE</b>
WEIGHT	255,590.55	.60	153,354.33
CARRIER ROUTE	458,200	.018	8,247.60
3/5 BARCODED	637,312	.046	29,316.35
3/5 DIGIT	40,075	.063	2,524.73
BASIC BARCODE	287	.084	24.11
BASIC	84	.109	9.16
TOTAL PIECES	1,135,958	TOTAL POSTAGE	\$193,476.28
<b>DESTINATION ENTRY</b>	<b>WEIGHT</b>	<b>DISCOUNT RATE</b>	
BMC ENTRY	162,000	.058	9,396.00
SCF ENTRY	60,000	.081	4,860.00
DDU ENTRY		.104	0.00
NUMBER OF POUNDS DROP SHIPPING	222,000	TOTAL ESTIMATED DISCOUNT	\$14,256.00
POSTAL BALANCE AS OF	1/18/94	IS	\$500.00
POSTAGE DUE	1/21/94	<b>TOTAL ESTIMATED POSTAGE</b>	<b>\$ 179,220.28</b>

TO: Mike Duffy  
 OF: Little  
 FAX 603-894-9333  
 TEL 603-894-5357

FROM: Marie Turmaine  
 OF: Boston Pub. Co  
 FAX 617-267-8801  
 TEL 617-267-8800  
 RE: Revision to MC  
 BUSINESS

SARATOGA FOREMASTER. \$500.00 ADDED TO		
TOTAL INFO	PAGE #	OF
	FROM: Chris Chubb	
	CD: QUAD GRAPHICS, INC	
	PHONE: 518-581-4449	

07/18/2006 TUE 11:37 FAX 603 896 8652 CHASE PAYMENTECH --- Legal-Emma

0019/036

JAN 14 '94 19:21 MUSEUM PUBLICATIONS MUSEUM COLLECTIONS 9410

P.1/2

QTY 1,135,882  
 % PULL 1.17%  
 AOV 135.00  
 ORD 13,258  
 SALES \$1,789,897  
 MAIL DATE: 01/28/94

WEEK #		WKLY SALES	CUM SALES	% WKLY	% CUM
1	Feb 5	\$102,382	\$102,382	6.72%	6.72%
2	Feb 12	\$266,800	\$368,182	14.88%	20.57%
3	Feb 19	\$322,181	\$690,363	18.00%	38.57%
4	Feb 26	\$237,792	\$928,155	12.95%	51.52%
5	Mar 5	\$143,192	\$1,071,347	6.00%	59.52%
6	Mar 12	\$96,298	\$1,167,645	5.38%	64.90%
7	Mar 19	\$74,281	\$1,241,926	4.15%	69.05%
8	Mar 28	\$58,382	\$1,299,308	3.15%	72.20%
9	Apr 2	\$51,370	\$1,349,678	2.87%	75.07%
10	Apr 9	\$42,956	\$1,392,634	2.40%	77.47%
11	Apr 16	\$35,798	\$1,428,432	2.00%	79.47%
12	Apr 23	\$32,215	\$1,460,647	1.80%	81.27%
13	Apr 30	\$29,533	\$1,490,180	1.65%	82.92%
14	May 7	\$26,848	\$1,517,028	1.50%	84.42%
15	May 14	\$22,374	\$1,539,402	1.25%	85.67%
16	May 21	\$19,889	\$1,559,291	1.10%	86.77%
17	May 28	\$17,004	\$1,576,295	0.95%	87.72%
18	June 4	\$15,214	\$1,591,509	0.85%	88.57%
19	June 11	\$13,424	\$1,604,933	0.75%	89.32%
20	June 18	\$9,844	\$1,614,777	0.65%	89.97%
21	June 25	\$8,065	\$1,622,842	0.45%	90.32%
22	July 2	\$5,370	\$1,628,212	0.30%	90.62%
23	July 9	\$4,475	\$1,632,687	0.25%	90.87%
AT COMPLETION		\$1,789,897		100.00%	

POSTAGE CHECK DUE AT QUAD GRAPHICS ON JAN 21ST  
SEE COVER SHEET FOR DETAILS

TO: MIKE DUFFY  
 OF LITTLE & CO  
 FAX 603-894-5357  
 TEL 603-893-9333  
  
 FROM: MARIE TURMAINE  
 OF BOSTON PUB. CO  
 FAX 617-267-8801  
 TEL 617-267-8800

Mb  
 Please  
 File  
 Turmaine

07/18/2006 TUE 11:39 FAX 603 896 8652 CHASE PAYMENTECH legal-Emma

020/036

JAN 14 '94 18-22 MUSEUM PUBLICATIONS  
01/14/94 12:15 201 670 7000

COMMERCE REG INC

P.2/2

002

POSTAL REPORT

*mc Drop #1*

Postal Description	stock	qty	Car-Rtc	3/3-Digit Qualified		Residual		
				50	50	50	50	
1) Drop #1	Mag Tape	113990	53200	40075	63712	84	287	
	2c AIR FLY Rates:		x \$ 0.018	\$ 7,213	\$ 11,466	\$ 0.109	\$ 0.086	
				\$ 247.60	\$ 2524.72	\$ 9.16	\$ 24.19	
plus: weight surcharges							\$ 40,121.94	
		\$ 0.000/lb x 113990 pcs x 0.2251 lbs/pc		\$ 157,422.48			\$ 157,422.48	
(tax: destination entry discounts (gross)								
		SCY \$ 0.001/lb x 37598 pcs x 0.2251 lbs/pc		= ( 4,839.43)				
		SMC \$ 0.018/lb x 75063 pcs x 0.2251 lbs/pc		= ( 9,799.46)				
		LOC \$ 0.000/lb x 3307 pcs x 0.2251 lbs/pc		= ( 0.00)				
				( 14,638.89)			( 14,638.89)	
weight: NET POSTAGE							\$ 176,889.53	
				\$ 0.1957/pc				

January 20, 1994

Mr. Chris Chubb  
Quad Graphics  
56 Duplainville Road  
Saratoga Springs, NY 12866

Dear Mr. Chubb:

Enclosed please find check number 2585 in the amount of \$179,220.28 made payable to United States Postmaster, Saratoga, NY. This check is for postage for Museum Publications of America, located at 306 Dartmouth Street, Boston, MA 02116.

If you have any questions regarding this payment, please contact Mr. Robert George, president of Museum Publications at (617) 267-8800 or you may contact me at (603) 893-9333 extention 402.

Sincerely,

Lynda Fiala  
Controller

LF/mgp

Enclosure



07/18/2006 TUE 11:40 FAX 603 896 8652 CHASE PAYMENTECH \*\*\* Legal-Emma

022/036

JAN 17 '94 10:35 MUSEUM PUBLICATIONS

P.1/3

## FAX MESSAGE

TO: Mike Duffy  
OF: Little & Co.  
FAX: (603) 894 - 5357  
TEL: (603) 893 - 9333 ext 357

FROM: Marie Turmaine  
OF: Boston Publishing Company  
FAX: (617) 267 - 8801  
TEL: (617) 267 - 8800  
DATE: January 17, 1994

Mike,

While I did fax the Museum Collections orderline to you last Friday, I had problems with my printer so I am sending you a clearer copy now. As you know, we want to take advantage of the little postage advance program.

The Museum Collections catalog mails Tuesday, January 25th but the postal check of \$176,889.53 (see enclosed postal report) needs to be at Quad Graphics by Friday, January 21st. The check should be made out to Postmaster Saratoga Springs, NY and should reference Museum Collections with our permit #28.

The check should be mailed to our Mailing Service Representative:

Chris Chubb  
Quad Graphics  
100 Duplaineville Road  
Saratoga Springs, NY 12866

Should you need any additional information, feel free to call us.

Regards,

*Marie Turmaine*  
Marie Turmaine  
Circulation Manager

JAN 17 '94 10:35 MUSEUM PUBLICATIONS

P.2/3

**MUSEUM COLLECTIONS 9410**

QTY DROP 1  
 1,135,688  
 % PULL 1.17%  
 AOV 135.00  
 ORD 13,258  
 SALES \$1,789,897  
 MAIL DATE: 01/25/94

WEEK #		WKLY SALES	CUM SALES	% WKLY	% CUM
1	Feb 5	\$102,982	\$102,982	5.72%	5.72%
2	Feb 12	\$265,800	\$368,782	14.85%	20.57%
3	Feb 19	\$322,181	\$690,963	18.00%	38.57%
4	Feb 26	\$231,782	\$922,745	12.85%	51.42%
5	Mar 5	\$149,192	\$1,071,937	8.00%	59.37%
6	Mar 12	\$86,298	\$1,158,235	5.85%	64.90%
7	Mar 19	\$74,281	\$1,232,516	4.15%	69.05%
8	Mar 26	\$66,382	\$1,298,898	3.15%	72.20%
9	Apr 2	\$61,870	\$1,360,768	2.87%	75.07%
10	Apr 9	\$42,958	\$1,403,726	2.40%	77.47%
11	Apr 16	\$35,799	\$1,439,525	2.00%	79.47%
12	Apr 23	\$32,218	\$1,471,743	1.80%	81.27%
13	Apr 30	\$29,533	\$1,501,276	1.65%	82.92%
14	May 7	\$26,848	\$1,528,124	1.50%	84.42%
15	May 14	\$22,374	\$1,550,498	1.25%	85.67%
16	May 21	\$19,689	\$1,570,187	1.10%	86.77%
17	May 28	\$17,004	\$1,587,191	0.95%	87.72%
18	June 4	\$15,214	\$1,602,405	0.85%	88.57%
19	June 11	\$13,424	\$1,615,829	0.75%	89.32%
20	June 18	\$9,844	\$1,625,673	0.55%	89.87%
21	June 25	\$8,055	\$1,633,728	0.45%	90.32%
22	July 2	\$5,370	\$1,639,098	0.30%	90.62%
23	July 9	\$4,475	\$1,643,573	0.25%	90.87%
AT COMPLETION			\$1,789,897		100.00%

POSTAGE CHECK DUE AT QUAD GRAPHICS ON JAN 21ST  
SEE COVER SHEET FOR DETAILS

07/18/2006 TUE 11:42 FAX 603 896 8652 CHASH PAYMENTECH legal-Emma

024/036

JAN 17 '94 10:37 MUSEUM PUBLICATIONS

P.3/3

*mc drop #1*

POSTAL REPORT

Panel Description	Stock	Qty	Car-Rtc	S/T-DISC UNLTFED		Actual	
				SP	CP	Sp	CP
1) Drop B1	Mag Topa	1135928	459200	40075	637312	84	287
	3C BAE FLT rates:		x \$ 0.016	\$ 0.002	\$ 0.006	\$ 0.109	\$ 0.006
				\$ 2267.28	\$ 28316.22	\$ 9.16	\$ 24.91
							\$ 60,121.94
plus: weight surcharges							
	\$ 0.600/lb	x 1135958 pcs	x 0.2251 lbs/pc		\$ 153,422.40		\$ 153,422.40
less: destination entry discounts (gross)							
	SCY \$ 0.021/lb	x 375988 pcs	x 0.2251 lbs/pc		\$ 6,833.45		
	BAC \$ 0.058/lb	x 790583 pcs	x 0.2251 lbs/pc		\$ 9,799.40		
	LOC \$ 0.000/lb	x 3397 pcs	x 0.2251 lbs/pc		\$ 0.00		
					\$ 16,632.85		\$ ( 16,632.85)
equals: NET POSTAGE							\$ 176,890.53
							\$ 0.1837/pc

Commercial Register, Inc.

190 Godwin Avenue

Midvale Park, NJ 07432

201-485-3600

**Uniform Commercial Code — FINANCING STATEMENT — Form UCC-1** *mailed 1-31-06*

**IMPORTANT — Read instructions on back before filling out form**

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es)  <b>Museum Publications of America 306 Dartmouth Street Boston, MA 02116</b>	2. Secured Party(ies) and address(es)  <b>Litle &amp; Company, Inc. 54 Stiles Road Salem, NH 03079</b>	3. For Filing Officer (Date, Time, Number, and Filing Office)

7. This financing statement covers the following types (or items) of property:

**SEE ATTACHED SECURITY AGREEMENT**

**E3 & F3**

Products of Collateral are also covered.

Whichever is Applicable (See instruction Number 9)	_____ _____ Signature(s) of Debtor (Or Assignor)	_____ _____ Signature(s) of Secured Party (Or Assignee)
---	--	---

**Secured Party Copy**

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Rev. Jan. 1980 Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

LITTLE & COMPANY

116399

BUR. REF. NUMBER	YOUR INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
018551	SS 1/94	01/21/94	10.00	10.00	0.00	10.00



54 Stiles Road, Salem, N.H. 03079

SHAWMUT BANK, N.A.  
BOSTON, MA 02211

5-20  
110 116399

CHECK DATE	CONTROL NUMBER	CHECK AMOUNT
01/28/94	116399	*****10.00

PAY Ten and 00/100

Dollars

TO THE ORDER OF  
SECRETARY OF STATE  
UGC - ROOM 1711  
1 ASHBURN PLAGE  
BOSTON

MA 02108

LITTLE & COMPANY  
*[Signature]*  
AUTHORIZED SIGNATURE

⑆ 116399⑆ ⑆ 011000206⑆ 50 033705 3⑆

**LITTLE & COMPANY  
CHECK REQUEST**

Requester's Name: MARY GAIL PINKHAM

A check is needed (date) 1-28-94 to be made payable  Mail  Hold (Circle One)

To: Secretary of State  
UCC Room 1711  
1 Ashburn Place  
Boston, MA 02108

↓  
GialTD.  
MGP

Ex. Category	Cost Center	Amount	Mgr. Approval
1 6480 7100	---	\$10.00	MGP
2			
3			
TOTAL			

Corp. Approval: \_\_\_\_\_

Comments: Filing fee for security agreement - Museum Pub  
Opresy Gail Pinkham Postage Financing

**FOR ACCOUNTING USE ONLY**

Vendor ID# \_\_\_\_\_ Invoice #: \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_ Due Date: \_\_\_\_\_  
 Batch #: APO \_\_\_\_\_ Date Paid: \_\_\_\_\_  
 Reference #: \_\_\_\_\_ Check #: \_\_\_\_\_

Date Entered Into Cashflow Report \_\_\_\_\_

Comments: \_\_\_\_\_



4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	8. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es)  <b>Museum Publications of America 306 Dartmouth Street Boston, MA 02116</b>	2. Secured Party(ies) and address(es)  <b>Litle &amp; Company, Inc. 54 Stiles Road Salem, NH 03079</b>	3. For Filing Officer (Date, Time, Number, and Filing Office)  214670

7. This financing statement covers the following types (or items) of property:

**SEE ATTACHED SECURITY AGREEMENT**

**E4 & P4**

**OVERSIZE - ON FILM**

Products of Collateral are also covered.

**TERMINATION STATEMENT**

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Dated: ..... 19 .....

By: .....  
Signature(s) of Secured Party (Or Assignee)

Filing Officer Copy — Acknowledgment — Filing officer make sure filing information is in Box 3 before returning this copy to filer.

Schedule E-4

Demand Promissory Note for Postage Advances

Principle Amount of Advance is:	\$112,551.59
Management Fee:	\$5,064.82
Advance is Payable to:	United States Postmaster Saratoga Springs, NY January 28, 1994
Advance will be made on:	February 7, 1994
First repayment will be made on:	See repayment schedule
Daily Repayment:	March 11, 1994
Last repayment will be made on:	

In consideration of Little & Co. making advances for the account of MEMBER to United States Postal Service, MEMBER agrees to pay on demand the Principal Amount of Advance plus management fee to Little & Co., or order. MEMBER further agrees that all CHARGE CARD transactions from all divisions and subsidiaries will be processed by Little & Co. while any amount owed under this note is still outstanding. Notwithstanding that such amounts are otherwise payable on demand, MEMBER agrees that (i) the Principal Amount of Advance, plus management fee shall be paid in full on or before March 7 1994, (ii) the Daily Repayments shall be deducted from daily NET PROCEEDS and (iii) the repayments will be applied to the Management Fee first then to the outstanding Principal amount.

Until such time as demand is made MEMBER shall make payments in accordance with the schedule above. The rights and remedies of Little & Co. under this Schedule are cumulative of, in addition to, and not in limitation of, any right or remedies otherwise available to Secured Party including without limitation such other rights and remedies as may be available under the MASTER MEMBER AGREEMENT. MEMBER shall pay reasonable costs of collection incurred by Secured Party, including reasonable fees of attorney.

No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of such right or any other right. MEMBER waives presentment, demand, protest and notices of every kind and assents to any one or more extensions of time or other indulgences, to any substitutions, exchanges or releases of collateral (if any), and to the addition or release of any person primarily or secondarily liable.

Guaranteed personally by:

Museum Publications of America  
MEMBER

306 Dartmouth Street, Boston, MA 02116  
Address

Robert J George, President  
By (type or print name & title)

*[Signature]*  
By (authorized signature)

1/31/94  
Date

*Robert J. George*  
Individual (type or print)

138 Fern Rd Shelton MA 01770  
Address

*[Signature]*  
By (signature)

1/31/94  
Date

**Schedule F-4  
Security Agreement**

To secure the prompt and full payment of any and all obligations, whether due or to become due, now existing or hereafter arising, of MEMBER to Litle & Co., Inc. ("Secured Party"), including without limitation those obligations arising under Schedule E-4 of the MEMBER AGREEMENT for Postage Advances, MEMBER grants Secured Party a continuing security interest in all accounts, inventory, equipment, customer lists, furniture, fixtures, CARD SALES and all other tangible and intangible property of MEMBER, wherever located, now owned or hereafter acquired or arising and any and all additions, substitutions, proceeds and products thereto and thereof. All cash, deposits, instruments, sums due MEMBER from Secured Party, or other property of MEMBER in possession of Secured Party (whether for safekeeping or otherwise) shall constitute security for the obligations and may be applied or set off by Secured Party against the obligations at any time and whether or not any of the obligations are then due or other collateral is available to Secured Party.

MEMBER agrees that a copy of this security agreement may be filed as a financing statement and MEMBER agrees to take such additional acts and deliver such additional documents as Secured Party may reasonably request in order to protect, preserve and perfect the rights of Secured Party.

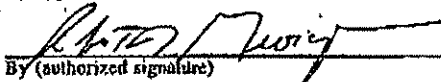
Upon a default in payment of any of the obligations secured hereby or performance of any obligation of MEMBER under this Schedule, Secured Party may, upon 48 hours notice, at its option, declare all obligations immediately due and payable and exercise all rights and remedies available to a secured party under applicable law. All rights and remedies of Secured Party under this Schedule are cumulative of, in addition to, and not in limitation of, any rights or remedies otherwise available to Secured Party including without limitation such other rights and remedies as may be available under the MASTER MEMBER AGREEMENT. MEMBER shall pay reasonable costs of collection incurred by Secured Party, including reasonable fees of attorney.

No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of such right or any other rights. MEMBER waives presentment, demand, protest and notices of every kind and assents to one or more extensions of time or other indulgences, to any substitutions, exchanges or releases of collateral (if any), and to the addition or release of any other person, primarily or secondarily liable.

Museum Publications of America  
MEMBER

306 Dartmouth Street, Boston, MA 02116  
Address

Robert J. George, President  
By (type or print name & title)

  
By (authorized signature)

1/21/99  
Date

REPAYMENT

Repayment Schedule for Finishing Touches

Week Of	% of Volume	Weekly Payment	Daily Payment
7-Feb	8.44%	\$9,927	\$1,985.36
14-Feb	23.15%	\$27,228	\$5,445.62
21-Feb	30.88%	\$36,320	\$7,263.96
28-Feb	21.56%	\$25,358	\$5,071.60
7-Mar	15.97%	\$18,783	\$3,756.66

100.00% \$117,616

Daily payment amounts are for all five days of the week  
Title Management fee are taken out of first payments

**Uniform Commercial Code — FINANCING STATEMENT — Form UCC-1** *mailed 2/1/09*

**IMPORTANT — Read instructions on back before filling out form**

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

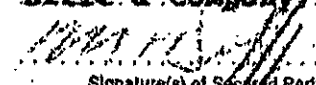
4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transacting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es)  <b>Museum Publications of America 306 Dartmouth Street Boston, MA 02116</b>	2. Secured Party(ies) and address(es)  <b>Little &amp; Company, Inc. 54 Stiles Road Salem, NH 03079</b>	3. For Filing Officer (Date, Time, Number, and Filing Office)

7. This financing statement covers the following types (or items) of property:

**SEE ATTACHED SECURITY AGREEMENT**

**E4 & F4**

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 8)	Signature(s) of Debtor (Or Assignor)	<b>Little &amp; Company, Inc.</b>  Signature(s) of Secured Party (Or Assignee)
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**Secured Party Copy**

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Rev. Jan. 1989 Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

JAN 26 '94 11:31 MUSEUM PUBLICATIONSA

P.1/1

**THIRD CLASS POSTAL ESTIMATE**

TITLE: MUSEUM COLLECTIONS <i>FINISHING TOUCHES</i>		DROPP DATE: 2/2-4/94	
JOB NUMBER: 93-5693		ISSUE: DROF 1	
PERMIT # 88		TYPE OF LABELS: INKJET	
VERSION: 1.2.3		DATE RECEIVED: 1/14/94	
ESTIMATED WEIGHT: .2250		(OVER .2067 LBS./3.3067 OZS.)	
<b>POUND RATE</b>		<b>BOOK WEIGHT</b>	<b>TOTAL WEIGHT</b>
TOTAL PIECES	719,605	.2250	161,911.13
		<b>RATE</b>	<b>POSTAGE</b>
WEIGHT	161,911.13	.50	97,146.58
CARRIER ROUTE	259,562	.014	4,564.12
3/5 BARCODED	435,363	.046	20,026.70
3/5 DIGIT	30,346	.063	1,911.00
BASIC BARCODE	266	.084	22.34
BASIC	68	.109	7.41
TOTAL PIECES	719,605	TOTAL POSTAGE	\$123,679.05
<b>DESTINATION ENTRY</b>	<b>WEIGHT</b>	<b>DISCOUNT RATE</b>	
BMC ENTRY	90,000	.050	5,220.00
SCF ENTRY	40,000	.061	3,240.00
DDU ENTRY		.104	0.00
NUMBER OF POUNDS DROPP SHIPPING	130,000	TOTAL ESTIMATED DISCOUNT	68,460.00
			\$3,167.46

94 IS

**TOTAL ESTIMATED POSTAGE** **\$ 112,551.59**

0 BARATOC POSTMASTER. \$500.00 ADDED TO

TOTAL INFO	PAGE #	OF
	FROM:	Chris Chubb
	CO:	QUAD GRAPHICS, INC

TO: MIKE DUFFY  
OF LITTLE  
FAX 603-894-5357  
TEL 603-893-9333

FROM: MARIE TURMAINE  
OF BOSTON PUBLISHING CO.  
FAX 617-267-8801  
TEL 617-267-8800  
DATE JANUARY 26, '94

REVISION TO FINISHING TOUCHES POSTAGE DUE AT QUAD FRIDAY JAN 28



JAN 17 '94 17:26 MUSELM PUBLICATIONSA

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01/14/94 12:15 EP201 670 7888

COMMERCE REC INC

0003

\*\*\*\*\* POSTAL REPORT \*\*\*\*\*

*FT Drop #1*

Form Description	Stock	Qty	Car-fts	3/3-digit Quantities		Special	
				50	90	50	90
1) Drop #1	Mag Tape	719005	253042	30044	438243	44	244
	XC BAR FLY PAPER		x \$ 0.015	\$ 0.003	\$ 0.044	\$ 0.109	\$ 0.084
			\$ 1056.12	1911.80	20026.70	7.41	22.34
							\$ 26,532.37
plus: weight surcharges							
			\$ 0.408/lb x 719005 pcs x 0.2251 lbs/pc =	97,189.05			97,189.05
less: destination entry discounts (gross)							
			REF \$ 0.081/lb x 166891 pcs x 0.2251 lbs/pc =	\$ 3,052.67			
			ROC \$ 0.088/lb x 541689 pcs x 0.2251 lbs/pc =	\$ 7,071.87			
			LDC \$ 0.002/lb x 3293 pcs x 0.2251 lbs/pc =	\$ 0.00			
							\$ 10,109.34
equals NET POSTAGE							
							\$ 15,612.00
							\$ 0.1579/pc