



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
 RECMGT00

PAGE
 1

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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW

CHANGE ORDER
 10

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

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ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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*128100830 304-346-8878
 ARCHIVE SERVICES INC
 PO BOX 3144
 CHARLESTON WV 25331

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AGENCY COPY

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/10/2006		NET 30		550713024			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		PER QUOTE		PER QUOTE		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			CHANGE ORDER #10				
EFFECTIVE MARCH 9, THIS CONTRACT IS CANCELED AND SHALL BE RE-AWARDED TO NOVE RECORDS, LLC, PER THE ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT, DATED MARCH 9, 2006. *****NO ADDITIONAL CHANGES*****							
				PREVIOUS PO TOTAL==>	OPEN	END	
				PO NET CHANGE (+)==>			

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED
 MAR 13 2006
Beverly Tolan

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *BY 3-10-06*

Dawn Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* B FRANCISCO 304-558-0468
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END
TOTAL

GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT dated this 9th day of March, 2006, by and among **ARCHIVE SERVICES, INC.**, a West Virginia corporation, (“Assignor”), **NOVA RECORDS, LLC**, a Delaware limited liability company (“Assignee”) and the **STATE OF WEST VIRGINIA DEPARTMENT OF ADMINISTRATION** (“Customer”).

WITNESSETH:

WHEREAS, Assignor, Assignee, Nova Records Management, LLC, a Delaware limited liability company, and John S. Griffin have negotiated an Asset Purchase Agreement (the “Purchase Agreement”), providing for the sale to Assignee of certain assets of the Assignor; and

WHEREAS, Assignor entered into contract # RECMGT00 with the Customer in November 2000, to provide records management services to all West Virginia state agencies (the “Contract”); and

WHEREAS, the Contract is in effect until November 30, 2006; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of its rights and obligations under the Contract, and Assignee has agreed to assume the rights and obligations of Assignor under the Contract, subject to the consent of the Customer.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Assignor, Assignee and Customer hereby agree as follows:

1. Assignor does hereby sell, assign, transfer, convey, deliver and set over to Assignee, its successors and assigns, all rights, obligations and interests of Assignor under the Contract.

2. Assignee assumes and agrees to pay, perform and discharge all the terms and conditions, covenants and obligations under the Contract.

3. Customer does hereby consent to the transfer, setting over and assignment by Assignor of its rights, duties and obligations under the Contract to Assignee. This consent is

specific to the assignment of the Contract from Assignor to Assignee and should not be construed as a general consent to assignment.

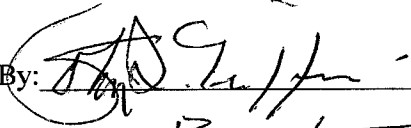
4. Assignor, Assignee and Customer agree to duly execute and deliver such further instruments or documents or to take such further action as Assignor, Assignee or Customer, as the case may be, may request in writing in order to obtain full benefit of this Agreement and the rights and powers herein granted.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

IN WITNESS WHEREOF, Assignor, Assignee and Customer have each caused their names to be signed and their corporate seals to be affixed hereto by their respective officers thereunder duly authorized as of the day and year first above written.

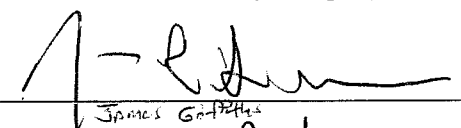
ASSIGNOR:

ARCHIVE SERVICES, INC.,
a West Virginia corporation

By:  _____
Its: President

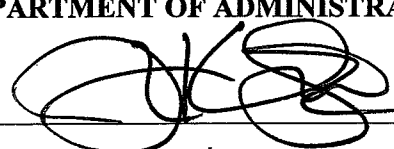
ASSIGNEE:

NOVA RECORDS, LLC
a Delaware limited liability company

By:  _____
Its: Vice President

CUSTOMER:

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION

By:  _____
Its: James A. Kirby, III

General Counsel
Department of Administration

APPROVED AS TO FORM BY:


Dawn E. Warfield, Assistant Attorney General



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 Department of Administration
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INVOICE TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

*128100830 304-346-8878
 ARCHIVE SERVICES INC
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 CHARLESTON WV 25331

SHIP TO

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			RECMGT00	
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001	962-69			RECORDS MANAGEMENT			
		SIGNATURE _____			DATE _____		

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE