## 001-0060134-004



## **EQUIPMENT LEASE CONTRACT**

Leasing Company ("Lessor", "We" or "Us"): Martin Leasing Corporation

Www.marlinleasing.com

Lease Acceptance Office · 520 Walnut Street, Suite 1150 · Philadelphia, PA 19106 · phone: 888.479.9111 · fax: 800.303.9545

SCRIPTION OF LEASED FOUIPMENT (Include quantity, make, mode), seral number and accessories. Attach schedule if recessory)

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ASING CUSTOMER ["YOU")

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ASING CUSTOMER ("YO			A SA CONTRACTOR			0.4500
Company Name (Exact business name): Quebecor World USA, Inc						64569
\ddress:			NORTH HAVEN		, CT State	06473 Z⊮
	Sueet _	**	•	County	,	
hone: 2032882468	Fax:		Corp Limited Lie		-	:
Equipment Location: 29	1 State St., NORTH HAY			State of Incorpo	ration/Organizati	OH.
/endor. Tri State Mailin	g Equipment	Ad	idress: 230 E 7th St, Mo	ent Vernon, NY 10550		
PAYMENT SCHEDULE:	j	1	<u> </u>	<u> </u>	Payment Free	
24	24	\$2,173.91	\$5,000.00	\$0.00	Monthly	1
Lease Term (Mcs.)	Total No. of Payments	Amount of Each Pyrnt (plus applicable taxes)		Security Deposit		
RMS OF LEASE						
REQUEST FOR US TO	ACQUIRE EQUIPMENT FO	R YOU. You (the Leasing		LOAN OR A SIMILAR ARE		DDD (N.
ustomer identified above	e) wish to acquire certs above Rather than purch	an equipment from the	(d) PRIOR TO EXECU	TING THE LEASE, YOU R ACT (IF ANY) BETWEEN	ECEIVED AND AI	N HPMF
ame to us (Marlin Leasing	i Comoration) and asked u	is to purchase it and then	VENDOR, AND YOU	HAVE BEEN ADVISED IN	WRITING (OR A	ARE NO
ase it hack to you. In excl	hance for our agreement to	o do tris, you have agreed	ADVISED HEREBY) TH	IAT YOU MAY HAVE RIGH	IT'S AGAINST THE	EVEND
. the terms in this lease	- agreement (the "Lesse").	We have given you an	UNDER THE SUPPLY	CONTRACT (IF ANY) AND FORMATION ABOUT WHA	THAT YOU MAY	CONTA
reliance of his contrac	negotiate these terms with t	n deleted from the above	THE VENDOR ARE (IF		I TOOK RIGHTS	אוורצטת
exes, you give us permissi	ion to fill it in This Lease is	not binding on us until we		ICEL; OTHER IMPORTAN	T TERMS OF TH	E LEAS
gnit.	is lease to use and w	ou serve le lesse from the	YOU AGREE AS FOLLS	DWS:	·	
re equipment identified at	gree to lease to you, and y bove and on any schedule	s attached to this Lease	(a) LEASE CANNOT I	BE REVOKED; NO "TES" RE EQUIPMENT FOR YOU	AT YOUR REQU	JEST A
his Lease also covers	anv and all replaceme	ent equipment, add-ons,	CANNOT GET A REI	UND, THIS LEASE CAN	not be cance	LLED (
ibstitutions or accessories (collectively referred to as the "Equipment"). They details of the Lease such as the rental amount, the initial Lease term			REVOKED BY YOU FO	IR ANY REASON AT ANY T	rime, including	BUTN
ther details of the Lease s ther matters are set forth in	such as the ferral ambure, in the boxes above.	THE KINISH FEGGE TOLLY ALICE	LIMITED TO EQUIPME	NT FAILURE OR DEFECT: PREPAID EXCEPT WIT	S, DAMAGE OR L. HIOLID PRIOR	WIRITT
YOUR SELECTION OF THE EQUIPMENT VENDOR AND T			PERMISSION ON TE	RMS ACCEPTABLE TO	US. THERE IS I	NO TE
QUIPMENT. You hereby a	scknowledge and agree tha	t	PERIOD" FOR THE EQ	UIPMENT.		
1) YOU SELECTED THE EQUIPMENT VENDOR AND THE EQUIPMENT ASED ON YOUR OWN SKILL AND KNOWLEDGE.			(b) MARLIN IS NOT	RELATED TO MANUFAC AGAINST MARLIN, WE A	TURER OR VEN	IDOR; I
ASED ON YOUR OWN SI	T OR INSPECT THE EQI	HOMENT HAVE NEVER		ENT MANUFACTURER O		
EEN THE EQUIPMENT A	NO HAVE NO EXPERT KN	IOW EDGE REGARDING	VENDOR NOR ANYO	ONE ELSE IS AN AGE	NT OF OURS.	AND I
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MANUTHORIZED TO SIGNED DELIVERED AND IS AND COMMENCE THE LEA	Fully installed and v	VORKING PROPERLY I HI	EREBY AUTHORIZE THE LE	ASING COMPANY TO PAY	THE EQUIPMENT	YENDO.

ASING COMPANY IS AUTHORIZED TO WAIVE OR ALTER ANY OF THE TERMS OF THIS ASE, AND THEN ONLY IN WRITING, IF THE EQUIPMENT FAILS TO OPERATE PROPERLY, IT THE VENDOR OR ANY OTHER PERSON FAILS TO PROVIDE ANY MAINTENANCE OR HER SERVICE YOU WILL MAKE ANY COMPLAINT ONLY AGAINST THE VENDOR OR HER PERSON AND NOT AGAINST US (BITHER BY WAY OF A CLAIM COUNTERCLAIM FENSE OR EXCUSE TO PAYMENT)

MARLIN MAKES NO WARRANTIES. THE EQUIPMENT IS LEASED BY US TO YOU "AS IS," HERE IS" AND WITH ANY AND ALL FAULTS WE HAVE MADE NO STATEMENT PRESENTATION, OR WARRANTY REGARDING THE EQUIPMENT WE DISCLAIM ALL PRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED GRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WE SHALL ANSFER TO YOU ALL EXPRESS WARRANTIES, IF ANY, MADE BY THE EQUIPMENT NOOR TO US, BUT THIS DOES NOT IMPLY THAT THERE ARE ANY SUCH WARRANTIES IF ANY UNAY CONTACT THE VENDOR TO GET A STATEMENT OF SUCH WARRANTIES IF ANY

BARGAINED FOR WAIVER OF RIGHTS, YOU WAIVE ANY AND ALL RIGHTS AND IMEDIES YOU HAVE UNDER ARTICLE 2A OF THE UNFORM COMMERCIAL CODE, CLUDING SECTIONS 508 THROUGH 522 THEREOF

DISCLAIMER OF LIABILITY, WE ARE NOT LIABLE FOR MY LOSS, DAMAGE (INCLUDING IST PROFITS, SPECIAL DAMAGES OR INCIDENTIAL OR CONSEQUENTIAL DAMAGES) OR JURY TO YOU, YOUR EMPLOYEES OR MY OTHER PERSON OR PROPERTY CAUSED BY IE BOURMENT

RENTAL AMOUNT; INTERIM RENT; LATE FEE; DOCUMENTATION FEE. The monthly or ser psriodic rent you have agreed to pay is stated above. The rental amount is based on the mated cost of all the Equipment and it may be adjusted higher or lower if he actual cost of the uipment is higher or lower than the estimate. You also agree to pay a partial rental payment term rent) covering the period between the delivery date and the date the first regular payment is at if we do not receive your payment by its due date, there will be a late fee equal to the greater \$20.00 or 15% of the late amount (or, if less, the maximum amount allowable under applicable.) which you agree is a masoniable estimate of the costs we incur with respect to late payments at is not a penalty. Upon your request we will waive the first assessed tate charge. We may arge you a one-time documentation fee up to \$250.

LEASE CONMENCEMENT AND TERM. This Lease will commence when the Equipment is brased to you and will continue for the entire Lease term plus any interm rest period and any sewal term. The monthly (or other periodic) due date will be established by us. The due date for a first regular rental payment will also be established by us however it will not be greater than 30 yes from the date on which the Equipment was delivered to you.

ADVANCE PAYMENT(s) AND/OR SECURITY DEPOSIT, You have paid us one or more varios payments and/or a security deposit in the amount(s) indicated above if the Lease does t commence for reasons other than our own negligence, we may retain such momes to opperate us for our credit and other administrative costs. You agree the security deposit will not any amount owed to us, and should we do so, you agree restore the security deposit to this original amount. You may request the return of the security posit only after all of your obligations under the Lease have been met in full.

positionly since as of your output of a rest and content of the second and agree that we are not responsible for packaging, livery, installation or testing of the Equipment You (and/or the Vendor if you have made such angements with the Vendor) are responsible for all such matters. You agree that you will not any own complaint against us if the Vendor or any other person improperly packages the upment or delays in delivering or installing if

USE OF THE EQUIPMENT. YOU REPRESENT TO US THAT THE EQUIPMENT WILL BE USE OF THE EQUIPMENT. YOU REPRESENT TO US THAT THE EQUIPMENT WILL BE USED ONLY FOR COMMERCIAL, BUSINESS OR ACRICULTURAL PURPOSES, AND NOT FOR RECNAL, FAMILY OR HOUSEHOLD PURPOSES In addition, you agree not to attach the upment to any realty or otherwise permit to become a "fixture" to real estate or a shouture secon, nor will you trade at in, make attendions to it, self or dispose of it without our pror written mission. You shall not allow any liens or encumbrances (for example, a mechanic's lien) to be used on the Equipment. You will keep and use the Equipment only at the address listed above twill not move it or return it prior to the end of the Lease term.

. MAINTENANCE AND SERVICE. You agree that we are not responsible for maintenance, saits or service to the Equipment You agree to use the Equipment strictly in the transier for sich it is intended by the manutacturer, and you shall maintain the Equipment in good operating for At the end of the term of the Lease, unless you have been given a written option to purchase. Equipment and you make the purchase you will be table for all damage or distress to the

LEGGE ASSIGNMENT; SUBLEASE OF EQUIPMENT. THIS LEASE WAS MADE TO YOU LEASE ASSIGNMENT; SUBLEASE OF EQUIPMENT. THIS LEASE WAS MADE TO YOU SED ON YOUR OWN CREDIT THEREFORE YOU AGREE THAT YOU MAY NOT ASSIGN, ANSFER OR SELL ANY OF YOUR RIGHTS OR INTERESTS UNDER THE LEASE TO ANY HER PERSON OR ENTITY, NOR MAY YOU SUBLEASE OR RENT ANY OF THE SIGN TRANSFER, SELL, PLEDGE OR OTHERWISE ENCUMBER ANY OR ALL OF OUR SIGN TRANSFER, SELL, PLEDGE OR OTHERWISE ENCUMBER ANY OR ALL OF OUR SIGN TRANSFER, SELL, PLEDGE OR OTHERWISE ENCUMBER ANY OR ALL OF OUR CURED PARTY OR A BUYER) (COLLECTIVELY, A 'THIRD PARTY') WITHOUT PRICE CURED PARTY OR A BUYER) (COLLECTIVELY, A 'THIRD PARTY') WITHOUT PRICE CURED PARTY OR A BUYER) (COLLECTIVELY, A 'THIRD PARTY') WITHOUT PRICE COLLECTIVELY, A 'THIRD PARTY') WITHOUT PRICE OF THE WILL RECEIVE ALL THE RICHTS TO INTERESTS WE HAD UNDER THE LEASE BUT NONE OF OUR OBLIGATIONS OR INTERESTS WE HAD UNDER THE LEASE BUT NONE OF OUR OBLIGATIONS OR INTERESTS WE HAD UNDER THE LEASE BUT NONE OF OUR OBLIGATIONS OR INTERESTS AND WE WILL CONTINUE TO BE RESPONSIBLE FOR ALL SUCH LIABILITIES ID WILL RETAIN AND HONOR ALL SUCH OBLIGATIONS, IF ANY YOU PROMISE AND OFFENSES OR TOFFS AGAINST SUCH THIRD PARTY YOU HERBY ACKNOWLEDGE THAT ANY CARSEET OF OUR RIGHTS ANDOR INTERESTS TO A THIRD PARTY WOULD NOT ANSFER OF OUR RIGHTS ANDOR INTERESTS TO A THIRD PARTY WOULD NOT ANSFER OF OUR RIGHTS ANDOR INTERESTS TO A THIRD PARTY WOULD NOT ANSFER OF OUR RIGHTS ANDOR INTERESTS TO A THIRD PARTY WOULD NOT ANSFER OF OUR RIGHTS ANDOR INTERESTS TO A THIRD PARTY WOULD NOT ANSFER OF OUR RIGHTS ANDOR INTERESTS TO A THIRD PARTY WOULD NOT ANSFER OF OUR RIGHTS ANDOR INTERESTS TO A THIRD PARTY WOULD NOT ANSFER OF OUR RIGHTS ANDOR INTERESTS TO A THIRD PARTY WOULD NOT ANSFER OF OUR RIGHTS ANDOR INTERESTS TO A THIRD PARTY WOULD NOT ANSFER OF OUR RIGHTS ANDOR INTERESTS TO A THIRD PARTY WOULD NOT ANSFER OF OUR RIGHTS ANDOR INTERESTS TO A THIRD PARTY WOULD ANSWER.

. DAMAGE TO EQUIPMENT; RISK OF LOSS OF EQUIPMENT; INSURANCE. You agree that are not ligible or responsible for any damage to the Equipment, or any lose of or casuality to the airment from any cause whatsoever NO SUCH DAMAGE, CASUALTY OR LOSS WILL FECT YOUR RESPONSIBILITIES AND OBLIGATIONS UNDER THE LEASE. You must intran acceptable public liability insurance naming us as "additional insured or you must all nisks of loss in an amount equal to the replacement cost and have us ed on the policy as "loss payee" if you do not give, us proof of the property insurance within 30 ys after the Lease commences, then depending on the original cost of the Equipment we may ref (1) obtain property insurance to other four interests and charge you a fee for each coverage tiuding a monthly administration fee and a profit to us; or (u) charge you a monthly necompliance fise up to \$50 (which provides no insurance benefit) you can ensole the insurance wange fee or non-compliance fee at any time by delivering the required proof of insurance.

13. TAXES AND CERTAIN FEES RELATING TO THE LEASE OF THE EQUIPMENT. You ag and understand that the amounts we are charging you to rent the Equipment do NOT cover lab governmental fees and similar types of costs. Accordingly, you agree to pay us upon demand to taxes (including but not limited to sales, property use and other taxes), administrative costs other charges and fees relating to this Lease or to the use or ownership of the Equipment. We readjust this Lease and the monthly (or other periodic) payment amount to finance for you any ladge at Lease inception. We may bill you based on our estimate of the taxes. We may charge an annual property tax administration fee up to \$15. If we gave you a \$1.00 purchase option may require you to file att personal property tax returns.

14. TITLE TO THE EQUIPMENT. You agree that the Equipment is and will remain throughout term of the Lease solely our property. We will have title to the Equipment throughout the term, this is a "true lease." You hereby grant us a first priority security interest in the Equipment and sutherize us and our agents to the Uniform Commercial Code Financing Statements recording a security interest (in case this is later determined not to be a "true lease")

15. YOUR REPRESENTATIONS TO US. The person signing this Lease on behalf of the lead customer hereby represents and warrants to the leasing company that. This Lease has to authorized by any and all action required of the corporation, partnership, tripled liability companions (whichever applies in your case), and no consent of any other person eithly is necessary, the leasee entity has complete power to enter fine time Lease, and the person signing on behalf of the leasee has been authorized to do so, the Lease is a legal, valid and bring obligation of the leasee entity, and enforceable against the lease in accordance with as terms factual statements med in this Lease and all other information supplied to us by the lease a or your representatives, is accurate and complete in all material respects.

18. DEFAULT DEFINED. You will be in default under this Lease if any of the following exocur (a) you tall to make any rental payment or pay any other amount due under this Lease to due date, (b) you tail to comply with any other term or condition of this Lease or any extension to the term or condition of this Lease is any such other agreement; or (c) you become deceased (if the tessee entity under this Lease is or more natural persons), go out of business admit your reability to pay your debts as they also become insolvent, make an assignment for the benefit of your creditors, life (or have filled also you) a petition in bankruptory, a furtice or receiver of your business assets is appointed, or you all or substantially all of such assets

17. OUR REMEDIES UPON DEFAULT. In the event you default under this Lease, as defabove, we will have the right to take ANY OR ALL of the following actions in addition to any an other remedies that may be available to us under law

(a) terminate the Lease without prior notice or warning to you

(b) directly debit charges your wank accounts arrows file a lawsus against you to culture did due nerk AND ALL RENT THAT WILL BECOME DUE IN THE FUTURE DURING. UNEXPRED TERM, plus the "readous value" of the Equipment as determined by us our solve reasonable judgment, plus all pture fees, charges or amounts that are then due You agree to all of our reasonable legal costs, including but not limited to reasonable expressed by reasonable overhead for employee time spent on preparing for stut or attempting to copayments.

(c) repossess the Equipment or apply to a court for an order allowing repossession. In this everyout agree that after the Equipment is repossessed, you will have no further rights in Equipment, and you agree we may result re-lease or otherwise remarket the Equipment wall notice to you You agree (and you waive any rights that may provide to the contrary) that we NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any that our faulture to do so will not affect our other rights of collection and other rights under lease or under law.

18. PERSONAL JURISDICTION OVER YOU IN PENNSYLVANIA, AND PLACE FOR I LAWSUIT. You hereby acknowledge that this Lease was accepted by us in Pennsylvania, in we maintain an office, and it did not take effect until we received the executed legal document or Pennsylvania office. Accordingly, YOU ACREE THAT THIS LEASE SHALL BE GOVER! BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA YOU ACREE THAT ANY SEATTING TO THIS LEASE SHALL BE BROUGHT ONLY IN A STATE OR FEDERAL COVERENCE TO THIS LEASE SHALL BE BROUGHT ONLY IN A STATE OR FEDERAL COVERENCE OF SUCH COURTS EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL Any action by against us must be commenced within one year after the cause of action assess of be for barred.

19. TAX BENEFITS BELONG TO LEASING COMPANY. The following applies to this Li UNLESS, at the commencement of this Lisses, we exclude and deliver to you a document's by an executive officer of Martin gwing you the option at the end of the Lease term to purchase Equipment for one dollar (\$100). For all state, federal and local tax purposes, we (or successors and assigns) are the sole owner of the Equipment and we are entitled to all tax be related to the term of the Equipment, including but not immited to fax depicts, deprecation and deductions agree not to do anything that is inconsistent with our ownership of the Equipment. You agree in dam to be the owner of the Equipment of any tax returns or in any other document or for any purpose. If You do anything or FILE anything or in any other document or for any courses. INTERMENT CAUSES US TO LOSE ANY SI TAX BENEFIT CONTEMPLATED ABOVE. OR IF WE SUFFER ANY HARM, DAMAGE OC LOSS, LIABRUTY (FOR EXAMPLE IF INTEREST OR TAX PENALTIES ARE MIPOSED AGAINS), OR IF ANY SUIT OR PROCEEDING IS BROUGHT AGAINST US, ARISING OUT OF YOU HAVE MADE IN THIS SECTION, YOU AG TO HOLD US HARMLESS, DEFEND US AND INDEMNIFY REIMBURGE OR PAY) US Y RESPECT TO THE MODINT OF SUCH LOST BENEFITS OR OTHER DAMAGE LOSS UNCLUDING REASONABLE ATTORNEYS FEES OR LIABILITY THIS DUTY TO INDEMNIFY SHALL SURVIVE THE TERMINATION OF THIS LEASE

20. OTHER INDEMNIFICATION. You understand that we have no control over your use of Equipment and, in any event, for the amount of rent we are charging we cannot agree to accordingly financial, liability or other inside relating to the use or ownership of the Equipment. Accordingly, agree to hold us harmless, indemnify (pay or reimburse) and defend us against all claims, liabil tosses, suits, proceedings, damages, costs (including reasonable legal fees) relating to this Lie or to the use or ownership of the Equipment, including but not timited to claims for death or injurersons and claims for property damage. This duty to indemnify shall survive the termination of Lease.

21. RETURN OF THE EQUIPMENT; RENEWAL. Unless we have given you a written option to the Equipment at the end of the Lease term for \$1.00, you must notify us by certified mail bety 90 and 180 days prior to the end of the Lease term if you whend on returning the Equipment II do not notify us, the Lease will automatically extend for 12 months under the same terms conditions if you give us the proper notice, then at the end of the Lease term you shall return Equipment in good working order in a manner and to a location designated by us. You agre reimburse us for our costs to refurbish returned Equipment.

A CONVENIENCE TO YOU (THE LEASING CUSTOMER) AND TO FURTHER EXPEDITE THIS TRANSACTION FOR YOU, WE (MARLIN) AND YOU HAVE AGREED THAT A PHOTOCOPY CONTROL OF THIS LEASE WHICH INCLUDES A PHOTOCOPY OR A FACSIMILE OF THE SIGNATURES OF BOTH PARTIES SHALL BE AS VALID, AUTHENTIC AND LEGALLY BINDING AS UGINAL VERSION FOR ALL PURPOSES AND SHALL BE ADMISSIBLE IN COURT AS FINAL AND CONCLUSIVE EVIDENCE OF THIS TRANSACTION AND OF THE EXECUTION OF