



COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF OPEN RECORDS

VIA FACSIMILE AND FIRST CLASS US MAIL

May 28, 2009

Karen L. Cummings  
Assistant Counsel  
Commonwealth of Pennsylvania  
Department of State  
Office of Chief Counsel  
301 North Office Building  
Harrisburg, PA 17120

RE: DOS Enhanced Electronic Access Fees

Dear Attorney Cummings:

We are in receipt of your letter dated May 12, 2009, in which you ask the Office of Open Records ("OOR") to approve the user fees established by the Department of State ("DOS") under its Corporate Filings Subscription Agreement and its UCC Filings Subscription Agreement. Pursuant to Section 1307(d) of the Right-to-Know Law ("RTKL"), the OOR must approve of the user fees established for advanced electronic access.

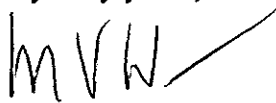
After reviewing your letter and the supporting documents you provided, we hereby approve the user fees established by the DOS for the enhanced electronic access as more fully set forth in your letter and in the Corporate Filings Subscription Agreement Schedule C and the UCC Filings Subscription Agreement, Schedule B.

We find that the DOS has met each prong of the test set forth in the Right-to-Know Law Section 1307(e), namely that (1) the enhanced electronic access is provided in addition to the information being otherwise available; (2) that the fees are based on a clearly set forth combination of flat fees and subscriptions; (3) that the fees have not been established with the intent or effect of excluding persons from access to records; and (4) that the fees were not established with the intent or effect of creating a profit for the agency.

We want to thank you for your thorough submission to support the DOS request for approval of these user fees. In the future, we believe that submitting information on the user fees charged for similar data (much like the information you submitted from Colorado and Maine) from the states surrounding Pennsylvania (New York, New Jersey, Delaware, Maryland and Ohio) as well as from other states that are similar in size and level of commercial activity (Florida, California, Illinois, Texas) would give this office a better sense of how the Commonwealth compares to other states.

Please note that a copy of this letter and yours dated May 12, 2009, as well as copies of all of the supporting documents that you provided will be placed on the Office of Open Records website for public review.

Very truly yours,

A handwritten signature in black ink, appearing to read 'M V W' followed by a long, sweeping horizontal stroke.

Corinna V. Wilson  
Chief Counsel

cc: Terry Mutchler, Executive Director, Office of Open Records  
Sara Manzano-Diaz, Deputy Secretary for Regulatory Programs  
Richard House, Director of Corporations Bureau  
Arwilda Haynes, DOS Open Records Officer



**COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE OF GENERAL COUNSEL**

May 12, 2009

Terry Mutchler, Executive Director  
Commonwealth of Pennsylvania  
Office of Open Records  
Commonwealth Keystone Building  
400 North Street, 4<sup>th</sup> Floor  
Harrisburg, PA 17120-0225

Re: Enhanced Electronic Access Fees

Dear Ms. Mutchler:

Pursuant to 65 P.S. § 1307(e) of the Right to Know Law, user fees for enhanced electronic access to public records must be approved by the Office of Open Records. Please accept this letter as the Department of State's request for approval of the user fees established under its Corporate Filings Subscription Agreement and its UCC Filings Subscription Agreement.

The Right to Know Law allows an agency to establish user fees for enhanced electronic access, with the approval of the Office of Open Records, provided that: 1) the enhanced electronic access is in addition to otherwise having the information accessible; 2) the fees are a flat rate, a subscription fee for a period of time, another reasonable method or combination of methods; 3) the user fees are reasonable; and 4) the fees are not established with the intent or effect of excluding persons from access to records; and 5) the fees are not established with the intent or effect of creating a profit for the agency. 65 P.S. § 1307(e). The Department has fulfilled these provisions, as evidenced below.

The Department has been offering the subscription agreements for many years. This a common practice among state corporate filing offices. Under the agreements, the Department sells the contents of its Corporation Bureau database to companies who then manipulate the data into a form that is useful for particular industries and sell it to other businesses for a profit. Per 13 Pa.C.S. §9523(f), the Department is required at least weekly to "offer to sell or license to the public on a nonexclusive basis" all UCC records filed with it in bulk. A copy of the statutory provision is enclosed as Attachment 1. Copies of both subscription agreements are enclosed as Attachment 2.

DEPARTMENT OF STATE | OFFICE OF CHIEF COUNSEL  
301 NORTH OFFICE BUILDING | HARRISBURG, PA 17120  
Phone: 717-783-0736 | Fax: 717-214-9899 | [www.dos.state.pa.us](http://www.dos.state.pa.us)



All of the information in the database is public and is otherwise accessible to the public as required by 65 P.S. § 1307(e). The Department makes the information available on its website, which can be searched by entity name. To illustrate what is available on the website, several screen shots are enclosed for your reference as Attachment 3. While citizens can get information via the website at no cost, if copies of documents and certification are requested, the Department charges the fees prescribed under the Administrative Code at 71 P.S. § 240.18A. A copy is enclosed as Attachment 4.

The enhanced electronic access under the subscription agreements allows the subscriber to obtain the information in bulk (both raw data and images of the filings) and to obtain updates to the information by connecting to an ftp site through a user account and password provided by the Department. The Department uploads new filings on a weekly basis and the subscriber is able to download the updates at its convenience.

Millions of filings are included in the data that can be accessed through the subscriptions<sup>1</sup>. Since 2006, the fees have been as follows:

	Corporate Filing Data	UCC Filing Data
Start-up Fee	\$5,000.00	\$2,500.00
Annual Subscription Fee	\$12,000.00	\$5,000.00
Monthly Subscription Fee	\$1,200.00	\$500.00
Termination Fee	\$200.00	\$200.00
Replacement/Missed File Retrieval Fee	\$250.00/request	\$250.00/request

The fees set forth in the agreements are reasonable and comparable to those charged by other states. For instance, Maine charges a monthly fee of \$1,200.00 for corporate data and \$1,500.00 for images through an ftp site (see Section L. on Attachment 5). Colorado charges \$12,000.00 per year or \$1,200.00 per month through an ftp site for corporate data (see Section L. on Attachment 6).

In addition, under 15 Pa.C.S.A. § 153(b), the Corporation Bureau may provide complete daily listings of any class of documents for a fee of .25 cents per filing listed. The Bureau is also permitted to charge "equivalent fees for any like service not specified." 15 Pa.C.S.A. § 153(c)

---

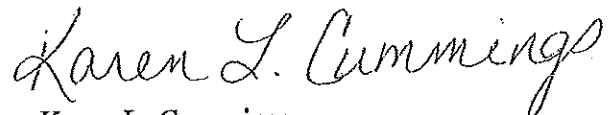
<sup>1</sup> See Exhibits A and B to the subscription agreements for a full list of the types of filings available and the format of the electronic file. All historical corporate and UCC data is provided under the subscriptions. Corporate and UCC images from 2005 to the present are also provided under the subscriptions

A copy of the statutory provision is enclosed as Attachment 7. Through the subscription agreement, the information provided by the Department is much more extensive than the 'daily listing' information for which the 25 cent fee per filing is permitted, but the amount charged is significantly less than what is statutorily authorized. Currently, the database houses over 2.4 million filings. If the Department were to charge 25 cents per filing, the fee would be in excess of \$600,000.00. As such, the subscription fees charged by the Department are more than reasonable.

Under 71 P.S. § 279.5, the Corporation Bureau Restricted Account receives 30% of all fees received by the Corporation Bureau. A copy of the statute is enclosed as Attachment 8. Funds in the Restricted Account are to be used solely for the operation of the Corporation Bureau and for its modernization as may be required for improved operations of the Bureau. Thirty percent of the funds generated by the subscription agreements are deposited into the Restricted Account and used for operation costs including personnel, facilities, equipment and maintenance and enhancement of the SOSKB (Secretary of State Knowledge Base) System. SOSKB is a fully integrated front and back office filing and processing system used for all Corporation Bureau functions. The system was procured in 2003 and has been in various stages of development since. The system allows the Department to offer corporate and UCC filing data in bulk through the subscription agreements. Since its inception, the system has cost the Department close to two million dollars. Currently, the Department has annual maintenance costs of \$299,250.00 for the system. Thus, fees generated by the subscription agreements are not established with the intent or effect of creating a profit for the agency, as prohibited by 65 P.S. § 1307(e).

Please let me know if you need any further information with regard to this request. I look forward to hearing from you.

Sincerely,



Karen L. Cummings  
Assistant Counsel

c: Sara Manzano-Díaz, Deputy Secretary for Regulatory Programs  
Richard House, Director, Corporations Bureau  
Arwilda Haynes, Dept. of State Open Records Officer


13 Pa.C.S. § 9523

PENNSYLVANIA STATUTES, ANNOTATED BY LEXISNEXIS (R)

\*THIS DOCUMENT IS CURRENT THROUGH THE END OF THE 2008 REGULAR SESSION AND THE 2008 SPECIAL SESSIONS\*

\*\*\* April 17, 2009 Annotation Service \*\*\*

PENNSYLVANIA CONSOLIDATED STATUTES  
TITLE 13. COMMERCIAL CODE  
DIVISION 9. SECURED TRANSACTIONS  
CHAPTER 95. FILING  
SUBCHAPTER B. DUTIES AND OPERATION OF FILING OFFICE

Practitioner's Toolbox   
Resources & Practice Tools

Treatises and Analytical Materials

- > 8-124 Pennsylvania Transaction Guide--Legal Forms § 124.111, UNIT 3 COMMERCIAL TRANSACTIONS, Determining Third Persons' Actual and Potential Rights in Collateral.
- > 8-124 Pennsylvania Transaction Guide--Legal Forms § 124.120, UNIT 3 COMMERCIAL TRANSACTIONS, Attachment and Perfection of Security Interest.

Go to the Pennsylvania Code Archive Directory

13 Pa.C.S. § 9523 (2008)

§ 9523. Information from filing office; sale or license of records

(a) ACKNOWLEDGMENT OF FILING WRITTEN RECORD.-- If a person that files a written record requests an acknowledgment of the filing, the filing office shall send to the person an image of the record showing the number assigned to the record pursuant to section 9519(a)(1) (relating to numbering, maintaining and indexing records; communicating information provided in records) and the date and time of the filing of the record. However, if the person furnishes a copy of the record to the filing office, the filing office may instead:

(1) note upon the copy the number assigned to the record pursuant to section 9519(a)(1) and the date and time of the filing of the record;  
and

(2) send the copy to the person.

(b) ACKNOWLEDGMENT OF FILING OTHER RECORD.-- If a person files a record other than a written record, the filing office shall communicate to the person an acknowledgment which provides:

(1) the information in the record;

(2) the number assigned to the record pursuant to section 9519(a)(1);  
and

(3) the date and time of the filing of the record.

(c) COMMUNICATION OF REQUESTED INFORMATION.-- The filing office shall communicate or otherwise make available in a record the following information to any person that requests it:

Attachment 1

(1) Whether there is on file on a date and time specified by the filing office, but not a date earlier than three business days before the filing office receives the request, any financing statement which:

(i) designates a particular debtor or, if the request so states, designates a particular debtor at the address specified in the request;

(ii) has not lapsed under section 9515 (relating to duration and effectiveness of financing statement; effect of lapsed financing statement) with respect to all secured parties of record; and

(iii) if the request so states, has lapsed under section 9515 and a record of which is maintained by the filing office under section 9522(a) (relating to post-lapse maintenance and retrieval of information).

(2) The date and time of filing of each financing statement.

(3) The information provided in each financing statement.

(d) MEDIUM FOR COMMUNICATING INFORMATION.-- In complying with its duty under subsection (c), the filing office may communicate information in any medium. However, if requested, the filing office shall communicate information by issuing its written certificate.

(e) TIMELINESS OF FILING OFFICE PERFORMANCE.--

(1) Except as set forth in paragraph (2), the filing office shall perform the acts required by subsections (a) through (d) at the time and in the manner prescribed by filing-office rule.

(2) A filing office described in section 9501(a)(2) (relating to filing offices) shall perform the acts required by subsections (a) through (d) not later than five business days after the filing office receives the request.

(f) PUBLIC AVAILABILITY OF RECORDS.-- At least weekly, the filing office described in section 9501(a)(2) shall offer to sell or license to the public on a nonexclusive basis, in bulk, copies of all records filed in it under this chapter in every medium from time to time available to the filing office.

LexisNexis (R) Notes:

#### **Treatises and Analytical Materials:**

1. 8-124 Pennsylvania Transaction Guide--Legal Forms § 124.111, UNIT 3 COMMERCIAL TRANSACTIONS, Determining Third Persons' Actual and Potential Rights In Collateral.

2. 8-124 Pennsylvania Transaction Guide--Legal Forms § 124.120, UNIT 3 COMMERCIAL TRANSACTIONS, Attachment and Perfection of Security Interest.

Service: Get by LEXSTAT®  
Citation: 13 pacs 9523  
View: Full

# CORPORATE FILINGS SUBSCRIPTION AGREEMENT

This AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Commonwealth of Pennsylvania (Commonwealth), Department of State (Department), Corporation Bureau (Bureau), with principal offices located at 206 North Office Building, Harrisburg, Pennsylvania 17120, and the Subscriber:

Subscriber Name: \_\_\_\_\_

Principal Office Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Department and the Subscriber are collectively referred to as "the parties." Any reference to "the Bureau" shall be construed to include the Commonwealth, the Department, and the Bureau.

## RECITALS

**WHEREAS**, the Department, pursuant to 15 Pa.C.S. §132, acts as an office of public record wherein articles and other papers relating to association affairs are filed;

**WHEREAS**, the Department receives corporate and business association filings and maintains such data in computer files (each filing is referred to as a "File" and those Files are collectively referred to as the "Information");

**WHEREAS**, the Department desires to increase public access to the Files and believes that computerized access will better serve the public and improve public access by facilitating the dissemination of this Information in bulk format;

**WHEREAS**, the Subscriber desires to purchase the Information from the Department in bulk format in order to market it to the public in various formats or to use in furtherance of its general business purposes.

**NOW THEREFORE**, the Subscriber and the Department, intending to be legally bound, hereby agree as follows:

1. GRANT OF NON-EXCLUSIVE RIGHT TO SUBSCRIBER
  - A. The Department agrees to grant the Subscriber a non-exclusive right to purchase the Information in electronic form, which the Subscriber may authorize use of or use in any legal manner anywhere in the world, including by means of public display, reproduction, and distribution of copies. The Files included in the



Information to be obtained by the Subscriber from the Department are corporation and business filings. A complete list of the types of documents to be provided to the Subscriber is attached hereto as Exhibit A. The Subscriber is entitled to both images and raw data. Images are available for filings since October 11, 2005. The images will be purged after 90 days and, should the Subscriber fail to download all of the images prior to the purge date, the Subscriber will be charged a fee to retrieve the missed images, as set forth in Exhibit C. All historical raw data maintained by the Department is available.

- B. The Subscriber may provide public access to all or any part of the Information at such prices and upon such terms and conditions as the Subscriber, in its discretion, may determine.
- C. The Subscriber shall not alter the content or form of the Information in any manner.

## 2. SERVICES AND RESPONSIBILITIES

- A. The form and format of each File in electronic form will be as set forth in Exhibit B.
- B. The Department will make available on a weekly basis to the Subscriber all updates and new transactions added to the Information as provided in Exhibit A (retrieval period), in electronic form on or before 12:00 noon, Eastern Standard time, of the business day following the addition of the data to the Files of the Department. Subscriber will make arrangements with the Department to obtain missed image data which is not obtained within 90 days of the current retrieval period.
- C. The Subscriber will make current additions and updates available to all end-users as soon as is reasonably practicable after delivery of such data to the Subscriber. In all cases, the Subscriber will disclose to end-users the date that the Information was last updated.
- D. The Department will provide the Subscriber with thirty (30) days prior written notice of any change in structure, format, or nature of the content of the Information if reasonably possible.
- E. The Subscriber may obtain a complete paper copy of any File covered by the Agreement, with thirty (30) days prior written notice, for developmental and data verification purposes only.
- F. The Subscriber will provide all end-users with a directory of telephone numbers and mailing addresses of the Corporation.

## 3. COSTS AND PAYMENT

- A. The Subscriber will reimburse the Department in accordance with the fee schedule set forth in Exhibit C.
- B. The Department reserves the right, during the course of this Agreement, to modify the terms and fee schedule outlined in Exhibit C, provided that the Subscriber has been given thirty (30) days prior written notice. If the Department increases the fees set forth in Exhibit C, the Subscriber shall have the option to terminate this Agreement without being subject to the termination fee.
- C. The Subscriber will submit payment to the Department in accordance with this paragraph and Exhibit C. Subscribers will be invoiced for annual or monthly subscription fees. Payment of monthly subscription fee is due by the 30th day of the prior subscribed month. If payment is not received by the 15th business day in the subscribed month for monthly subscribers, the Department will terminate this Subscription Agreement and assess a Termination Fee in addition to the monthly subscription fee for that month. If payment is not received by the 15th business day in the first month of renewal of an annual subscription, the Department will terminate this Subscription Agreement and assess a Termination Fee. Nonreceipt of payment will result in referral to the Office of the Attorney General for collection.
- D. Payments shall be payable to the "Commonwealth of Pennsylvania" and submitted to the

Department of State  
Corporation Bureau  
Room 206 North Office Building  
Harrisburg, Pennsylvania 17120  
Attn: Revenue Agent

- E. Payment shall be due within thirty (30) days of notice from the Department of the Effective Date, as defined below in paragraph 4. The Information will not be made available to the Subscriber until the start-up fee and the initial subscription fee payment has been received by the Department.

#### 4. TERM

This Agreement shall cover the services described herein from the effective date of the Agreement for a 12-month period. This Agreement shall renew automatically on the anniversary of the Effective Date for four consecutive years unless: (1) the Subscriber fails to submit payment as provided in this Agreement, (2) either party provides the other party with written notice that it does not intend to renew, or (3) this Agreement was earlier terminated in accordance with the termination provisions herein. The Effective Date shall be fixed by the Department after the Contract has been fully executed by the Subscriber and by the Commonwealth.

5. MISCELLANEOUS

- A. The provisions of this Agreement shall be construed in accordance with the provisions of the law of the Commonwealth of Pennsylvania. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written notice of controversy or claim with the Contracting Officer for a determination. The Contracting Officer shall send his/her written determination to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) days after receipt of such written determination, the Contractor files a claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the parties shall proceed diligently with the performance of the Contract in a manner consistent with the interpretation of the Contracting Officer.
- B. The Subscriber agrees that neither the Department, the Commonwealth of Pennsylvania, nor its agents or employees shall bear any liability or responsibility of any kind due to any error, breakdown, interruption, delay, or loss of any service or data. The Subscriber further agrees to indemnify, defend, and hold harmless the Department, the Commonwealth of Pennsylvania, and the Department or Commonwealth's officers, agents, and employees from any and all claims for losses accruing to any person, association, or corporation as a result of the Subscriber's actions, errors, or omissions in regard to the Information provided under this Agreement.
- C. The Subscriber may, upon giving the Department at least thirty (30) days written notice, terminate this Agreement provided that any amounts owed to the Department have been paid.
- D. If at any time, the Department, in its sole discretion, should determine that the provision of the Information burdens or interferes with its operations, the Department may terminate this Agreement for its convenience. Should the Department terminate this Agreement for its convenience, the Subscriber shall be entitled to a pro-rated refund of the annual or monthly subscription fee. The initial Subscriber Start-Up fee is non-refundable.
- E. If any part of this Agreement shall be held unenforceable, the remainder of this Agreement will nevertheless remain in full force and effect.
- F. Nothing in this Agreement shall be construed to constitute or appoint either party as the agent or representative of the other party for any purpose whatsoever, or to grant to either party any rights or authority to assume any obligation or responsibility, express or implied, for or on behalf of or in the name of the other party, or to bind the other party in any way or matter whatsoever.

- G. Except as provided in the Agreement, the Subscriber shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written approval of the Department thereto.
- H. The Subscriber agrees that the provision of Information by the Department under the terms of the Agreement is not to be construed or represented as an endorsement of the Subscriber's business or company by the Department in any promotional, advertising, or other materials.
- I. The Subscriber agrees that Information provided by the Department under this Agreement is produced for general information purposes only. This Information is not to be construed as having the legal effect of a certified copy of any file or official certification of filing by the Department. When Information is distributed to an end-user, the following message must prominently appear in conjunction with the Information:

*The following data is for informational purposes only  
and is not an official record. Certified copies may be  
obtained from the Pennsylvania Department of State.  
The data is current as of (insert date) .*

This statement cannot be altered, abbreviated, or modified in any way without prior written permission by the Department.

- J. The Subscriber will provide access to its Service, for up to ten (10) hours per month at no cost to the Department, as is reasonably necessary for Department personnel to confirm that all terms of this Agreement are being met.
- K. The Subscriber will provide semiannually, or more frequently as requested by the Department, reports and statistics in a format that will allow Department personnel to determine if availability of the Information to the general public through the Subscriber is achieving the purpose of improved access to and dissemination of public information. Such reports shall include, but not be limited to: system hours of access to Information; number of different users accessing Information; total number of searches by users of Information; total number of orders for certified copies requested by end-users; an estimate of system usage by users during normal business and nonbusiness hours of the Department; and a list of all customers who access Information. Such reports, lists, and statistics are confidential and proprietary information of the Subscriber and shall be maintained confidentially to the maximum extent permitted by law.
- L. The Subscriber is required to notify the Department by telephone within twenty-four (24) hours from when the Subscriber has reason to believe that an end-user is obtaining Information from the Service for illegal or improper purposes. Written confirmation from the Subscriber, with a statement of the basis for the allegation, shall be submitted to the Department within five (5) business days of the initial

notification. The Subscriber agrees to provide any and all documentation requested by the Department pertaining to the end-user's activities.

M. The Department will have no responsibility to provide or maintain data archival backup of any data previously supplied. It shall be the Subscriber's sole responsibility to maintain any data supplied in a secure manner.

N. During the term of this Agreement, the Subscriber agrees as follows:

- 1) The Subscriber and its employees shall not offer or give any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value to any Commonwealth employee.
- 2) The Subscriber and its employees shall take no action in the performance of this Agreement to create an unfair, unethical, or illegal competitive advantage for itself or others.
- 3) The Subscriber shall not deny access to any File or Information to any end-user on the basis of race, color, religious creed, ancestry, national origin, age, sex, or handicap.
- 4) For violations of any provisions of this section, the Commonwealth may terminate the contract with the Subscriber, debar the Subscriber, or take any other appropriate action against the Subscriber.

O. All notices required by the Agreement shall be in writing and sent to the Department and the Subscriber at the following addresses:

If to the Department:

Department of State  
Office of Chief Counsel  
Attn: Contracting Attorney  
North Office Building, Room 301  
Harrisburg, Pennsylvania 17120

If to the Subscriber:

---

---

---

---

Either party may from time to time change its address as set forth above by notifying the other party of its new address in writing within five (5) days of the change of address.

- P. This Agreement, with Exhibits, constitutes the entire agreement between the parties with respect to the subject matter. All prior Agreements, representations, statements, and negotiations and undertakings are hereby superseded. It is mutually understood and agreed that no alteration of the terms of this Agreement shall be valid unless made in writing and signed by both parties and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties, shall be binding on any of the parties.
- Q. **If this Agreement is executed on behalf of the Subscriber by any person other than the President or Vice-President, or if the attestation of the Subscriber's signature is executed by any person other than the Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer, then a completed Signatory Delegation Authorization Certification shall be submitted to the Department by the Subscriber. Upon execution, this certification shall be attached to this Agreement as an Attachment and fully incorporated in the Contract. A sample Signatory Delegation Authorization Certification is attached as Exhibit D to this Agreement.**
- R. The failure of the Department to enforce any provision herein shall not constitute or be construed as a waiver of the Department's right to enforce said provision at a later time.
- S. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- T. The Department makes no warranties that the Subscriber's access to the Information will be error-free or successful at all times. The Subscriber acknowledges that the Department makes no warranty of merchantability or fitness for a particular purpose.
- U. The Subscriber shall indemnify, hold harmless and, if requested, defend the Commonwealth, the Department and the Bureau and all of their officers, agents and employees from and against any and all claims, demands, suits, losses, damages, actions or fees, including attorneys' fees, caused by or made in connection with the Subscriber's access to the Information.
- V. In the event that any term or provision of this Agreement is deemed to be illegal or unenforceable, the remaining terms and provisions shall nevertheless remain effective.
- W. Any changes, corrections or additions to this Agreement shall be in writing and signed by the parties.

**IN WITNESS WHEREOF**, the Department of State and the Subscriber hereto by their duly authorized officers or representative have executed this Agreement below.

**FOR THE SUBSCRIBER:**

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name and Title

**FOR THE COMMONWEALTH OF PENNSYLVANIA:**

\_\_\_\_\_  
Thomas J. Weaver                      Date  
Deputy Secretary for Administration  
Department of State

\_\_\_\_\_  
Deputy General Counsel                      Date

\_\_\_\_\_  
Albert H. Masland                      Date  
Chief Counsel  
Department of State

\_\_\_\_\_  
Deputy Attorney General                      Date

I HEREBY CERTIFY THAT NO FUNDS ARE  
AFFECTED BY THIS SUBSCRIPTION AGREEMENT:

\_\_\_\_\_  
Comptroller                                      Date  
Department of State



# EXHIBIT A

## TYPES OF CORPORATE AND BUSINESS FILINGS

Articles of Amendment - Business  
Articles of Amendment - Miscellaneous  
Articles of Amendment - Non Profit  
Articles of Amendment - Professional  
Articles of Conversion - All Types  
Articles of Division - All Types Domestic  
Annual Statement - Non Profit  
Application for Registration  
Articles of Dissolution  
Articles of Dissolution - Business  
Articles of Dissolution - Miscellaneous  
Articles of Dissolution - Non Profit  
Articles of Dissolution - Professional  
Articles of Domestication - Business  
Articles of Domestication - Non Profit  
Articles of Incorporation  
Articles of Incorporation - Miscellaneous  
Articles of Incorporation - Non Profit  
Articles of Merger - Business  
Articles of Merger - Miscellaneous  
Articles of Merger - Non Profit  
Articles of Merger - Professional  
Articles Merger/Consolidation - All Types  
Cancellation of Fictitious Name  
Cancellation of Insignia  
Cancellation of Trademark  
Certificate of Annual Report - LLC Annual Report  
Certificate of Annual Report - LLP  
Certificate of Authority  
Certificate of Limited Partnership  
Certificate of Merger  
Certificate of Organization  
Change of Principal Officers  
Cooperative  
Decennial Report  
Domestic - Cancellation of Insignia  
Domestic - Change of Registered Agent  
Domestic - Change of Registered Office  
Domestic - Limited Liability Dissolution  
Domestic - Cancel LP/Fictitious Name

Domestic - Cancellation of Limited Partnership  
Election Partnership - Term  
Fictitious Name  
Fictitious Name Amendment  
Foreign Business Change of Registered Office  
Foreign - Cancel LP/Fictitious Name  
Foreign - Limited Liability Dissolution  
Foreign - Limited Partnership Amendment  
Foreign - Amended Cert. Of Authority- NonProfit  
Foreign - Amended Cert. Of Authority- Professional  
Foreign - Cancellation of Limited Partnership  
Foreign Cancellation of LP/LLC  
Foreign Limited Liability Amendment  
Foreign LLC/LLP - Change of Registered Office  
Insignia  
Limited Liability Amendment  
Limited Partnership Amendment  
Marked Container  
Statement of Correction  
Statement of Merger - Foreign Business  
Statement of Merger - Foreign NonProfit  
Amended Cert. Of Authority - Business Foreign  
Statement of Merger Foreign Professional  
Statement of Registration  
Statement of Revival  
Statement of Termination  
Statement or Cert. Of of Summary of Record  
Statement with Respect to Shares  
Termination/Withdrawal Foreign - Business  
Termination/Withdrawal Foreign - NonProfit  
Termination/Withdrawal Foreign Professional  
Trademark  
Trademark Assignment  
Trademark Renewal  
Unincorporated Association  
Withdrawal

# EXHIBIT B

## FORM AND FORMAT OF FILES

### Corporations System

## Public Data Export Table Documentation

### Target Audience

It is assumed that if the core data is requested from the Commonwealth of Pennsylvania, that the requesting party will have an experienced relational database person available to use it. This document is meant as a guide for this person. Actual SQL scripts for building the tables will be included in each export. Export data files are comma delimited text files.

### Overview of the export process

The export process is a complete set of all data and tables at a point in time.

While every effort has been made to ensure accuracy, the Commonwealth of Pennsylvania shall not be held responsible for errors and omissions in this data.

### Table Design and Relations

The table design is relational. The center of the table structure is a Corporation. The primary key is CorporationID. A Corporation can have more than one name and address.

*PK* = Primary Key for the table

*FK <table>* = Foreign Key for the <table> (Child Table)

TABLE [Corporation]	
[CorporationID] [int] NOT NULL ,	PK
[EntityID] [int] NOT NULL ,	Used in SOSKB internally
[CorporationTypeID] [int] NOT NULL	FK CorporationType
[CorporationStatusID] [int] NOT NULL ,	FK CorporationStatus
[CorporationNumber] [varchar] (15) NOT NULL ,	
[Citizenship] [varchar] (1) NOT NULL ,	
[DateFormed] [datetime] NOT NULL ,	
[DissolveDate] [datetime] NULL ,	
[Duration] [varchar] (50) NULL ,	
[CountyOfIncorporation] [varchar] (30) NULL ,	
[StateOfIncorporation] [varchar] (2) NULL ,	
[CountryOfIncorporation] [varchar] (30) NULL ,	
[Purpose] [varchar] (255) NULL ,	
[Profession] [varchar] (50) NULL ,	
[RegisteredAgentName] [varchar] (255) NULL	

TABLE [Address]	
[AddressID] [int] NOT NULL ,	PK
[CorporationID] [int] NOT NULL ,	PK FK Corporation
[AddressTypeID] [int] NOT NULL ,	FK AddressType
[Address1] [varchar] (255) NULL ,	
[Address2] [varchar] (255) NULL ,	
[Address3] [varchar] (255) NULL ,	
[City] [varchar] (30) NULL ,	
[State] [varchar] (50) NULL ,	
[Zip] [varchar] (50) NULL ,	
[County] [varchar] (50) NULL ,	
[Country] [varchar] (50) NULL	
TABLE [AddressType]	
[AddressTypeID] [int] NOT NULL ,	PK
[Description] [varchar] (30) NOT NULL	
TABLE [CorporationStatus]	
[CorpStatusID] [int] NOT NULL ,	PK
[Description] [varchar] (25) NOT NULL	
TABLE [CorporationName]	
[CorporationNameID] [int] NOT NULL ,	PK
[CorporationID] [int] NOT NULL ,	PK FK Corporation
[Name] [varchar] (255) NOT NULL ,	
[NameTypeId] [int] NOT NULL ,	FK NameType
[Title] [varchar] (100) NULL ,	
[Salutation] [varchar] (50) NULL ,	
[Prefix] [varchar] (30) NULL ,	
[LastName] [varchar] (30) NULL ,	
[MiddleName] [varchar] (30) NULL ,	
[FirstName] [varchar] (30) NULL ,	
[Suffix] [varchar] (20) NULL	
TABLE [CorporationType]	
[CorporationTypeID] [int] NOT NULL ,	PK
[Description] [varchar] (50) NOT NULL	
TABLE [DocumentType]	
[DocumentTypeID] [int] NOT NULL ,	PK
[Description] [varchar] (255) NOT NULL	
TABLE [Filing]	
[FilingID] [int] NOT NULL ,	PK
[CorporationID] [int] NOT NULL ,	FK Corporation

[DocumentID] [varchar] (15) NULL ,  
 [DocumentTypeID] [int] NOT NULL ,      FK DocumentType  
 [FilingDate] [datetime] NOT NULL ,  
 [EffectiveDate] [varchar] (10) NULL

TABLE [Merger]  
 [MergerID] [int] IDENTITY (1, 1) NOT NULL ,      PK  
 [SurvivorCorporationID] [int] NOT NULL ,      FK Corporation  
 [MergedCorporationID] [int] NOT NULL ,      FK Corporation  
 [MergerDate] [datetime] NOT NULL

TABLE [NameType]  
 [NameTypeID] [int] NOT NULL ,      PK  
 [Description] [varchar] (20) NOT NULL

TABLE [Officer]  
 [OfficerID] [int] NOT NULL ,      PK  
 [CorporationID] [int] NOT NULL ,      FK Corporation  
 [Title] [varchar] (50) NULL ,  
 [Salutation] [varchar] (1) NULL ,  
 [Name] [varchar] (300) NULL ,  
 [Address1] [varchar] (255) NULL ,  
 [Address2] [varchar] (255) NULL ,  
 [Address3] [varchar] (255) NULL ,  
 [City] [varchar] (50) NULL ,  
 [State] [varchar] (2) NULL ,  
 [Zip] [varchar] (10) NULL ,  
 [CountryName] [varchar] (50) NULL ,  
 [OwnerPrecentage] [int] NULL ,  
 [TransferRealEstate] [tinyint] NULL ,  
 [ForeignAddress] [bit] NOT NULL

TABLE [OfficerPartyType] (  
 [OfficerPartyTypeID] [int] NOT NULL ,      PK  
 [OfficerID] [int] NOT NULL ,      FK Officer  
 [PartyTypeID] [int] NOT NULL      FK PartyType

TABLE [PartyType]  
 [PartyTypeID] [int] NOT NULL ,      PK  
 [Description] [varchar] (50) NOT NULL

TABLE [Stock]  
 [StockID] [int] NOT NULL ,      PK  
 [CorporationID] [int] NOT NULL ,      FK Corporation  
 [StockClassID] [int] NOT NULL ,      FK StockClass

[AuthorizedShares] [float] NULL ,  
[IssuedShares] [float] NULL ,  
[Series] [varchar] (100) NULL ,  
[NPVFlag] [int] NULL ,  
[ParValue] [float] NULL

TABLE [StockClass]

[StockClassID] [int] NOT NULL ,  
[Description] [varchar] (40) NOT NULL

PK

## **EXHIBIT C**

### **FEE SCHEDULE**

1. **Subscriber Start-Up** – the one-time fee which occurs when a new subscriber is engaged and includes start data bringing the new company up to current filing

*Subscriber Start-Up* *\$5,000 (nonrefundable)*

(Due at time of execution of this Agreement)

2. **Annual Subscription Fee** – Includes ongoing images and data of all Corporate and Business Filings for a 12-month period

*Annual Subscription Fee* *\$12,000 (nonrefundable)*

(Due on the 1st of the month after this Agreement is effective)

3. **Monthly Subscription Fee** – Includes ongoing images and data of all Corporate and Business Filings for one month

*Monthly Subscription Fee* *\$1,200/month*  
(nonrefundable)

4. **Termination Fee** – Where cancellation of a Vendor Agreement occurs

*Termination Fee* *\$200 (nonrefundable)*

5. **Replacement or Missed Files Retrieval Fee** – Where Subscriber fails to download available image files during the 90-day retrieval period or where the Subscriber must replace previously downloaded data or images

*Image/Data Retrieval Fee* *\$250/request*  
(nonrefundable)

**EXHIBIT D**  
SAMPLE SIGNATORY DELEGATION  
AUTHORIZATION CERTIFICATION

I, (Name and Title of Certifying Official), of (Name of Corporation), a corporation organized and existing under the law of the State of (State of Incorporation), hereby certify that the following is a true copy of a resolution adopted at a meeting of the Board of Directors of said Corporation, duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

RESOLVED that (Name and Title), and in his absence and by his direction, (Name and Title), may execute contracts on behalf of the Corporation.

I DO FURTHER CERTIFY that the above resolution has not been altered, amended, or repealed and is not in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of (Corporation Name) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

(Corporate Seal)



# UCC SUBSCRIPTION AGREEMENT

This AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Commonwealth of Pennsylvania (Commonwealth), Department of State (Department), Corporation Bureau (Bureau), with principal offices located at 302 North Office Building, Harrisburg, Pennsylvania 17120, and the Subscriber:

Subscriber Name: \_\_\_\_\_

Principal Office Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Department and the Subscriber are collectively referred to as "the parties." Any reference to "the Bureau" shall be construed to include the Commonwealth, the Department, and the Bureau.

WHEREAS, the Department, pursuant to Article 9 of the Uniform Commercial Code, 13 Pa.C.S. §9101 et seq., receives data related to Uniform Commercial Code filings, and maintains such data in computer files (each file is referred to as a "File" and those Files obtained by Subscriber from time to time from the Department as hereinafter provided are collectively referred to as the "Information"); and

WHEREAS, the Department is required by 13 Pa.C.S. § 9523(f) to provide, offer to sell, or license to the public upon request, data, in bulk, which is on file in the Bureau; and

WHEREAS, the Department believes that computerized access can serve the purpose of improving and quickening the dissemination of this data; and

WHEREAS, the Department desires to increase public access to this data; and

WHEREAS, the Subscriber provides computerized information services including on-line access to public records information stored in the Subscriber's computers (hereinafter referred to as "the Service"); and

WHEREAS, the Subscriber proposes to make the Service available to the public by telecommunications networks linking the Subscriber's computers to end-user remote terminals and other access mechanisms and mediums.

NOW THEREFORE, the Subscriber and the Department, intending to be mutually bound hereby, agree as follows:

## 1. GRANT OF NON-EXCLUSIVE RIGHT TO SUBSCRIBER

- A. The Department agrees to grant the Subscriber a non-exclusive right to purchase the Information in electronic form, which the Subscriber may authorize use of or use in any legal manner anywhere in the world, including by means of public display, reproduction, and distribution of copies. The Files included in the Information to be obtained by the Subscriber from the Department are Uniform Commercial Code recordings. The Subscriber is entitled to both images and raw data. Images are available for recordings since November 15, 2004. All historical raw data maintained by the Department is available. The UCC recordings contain the secured party's name and address, the debtor's name and address, the type of transaction, and other pertinent data. Any File made available by the Department in electronic form and which is not initially acquired by the Subscriber from the Department may be acquired by the Subscriber at a later date during the term of this Agreement at the price and on the terms set forth below.
- B. The Subscriber will provide its users of the Service with access to all or any part of the Information at such prices and upon such terms and conditions as the Subscriber, in its discretion, may determine.
- C. The Subscriber shall not alter the content or form of the Information in any manner.

## 2. SERVICES AND RESPONSIBILITIES

- A. The form and format of each File in electronic form will be as set forth in Exhibit A.
- B. The Department will make available on a weekly basis to the Subscriber all updates and new transactions added to the Information as provided in Exhibit A (retrieval period), in electronic form on or before 12:00 noon, Eastern Standard time, of the business day following the addition of the data to the Files of the Department. Subscriber will make arrangements with the Department to obtain missed image data which is not obtained within 90 days of the current retrieval period.
- C. The Subscriber will make current additions and updates available in the Service as soon as is reasonably practicable after delivery of such data to the Subscriber pursuant to Section 2(D), but no later than thirty days after the delivery date. In all cases, the Subscriber will disclose to end-users of its Service the date that the Information was last updated.
- D. The Department will provide the Subscriber with thirty (30) days prior written notice of any change in structure, format, or nature of the content of the Information if reasonably possible.

- E. The Subscriber may make the Information available in the Service as a separately searchable file or in conjunction with other electronic products offered by the Subscriber.
- F. The Subscriber may obtain a complete paper copy of any File covered by the Agreement with thirty (30) days prior written notice for developmental and data verification purposes without incurring an obligation to purchase updates at that time.
- G. The Subscriber will provide, through the Service, a directory of telephone numbers and mailing addresses of the Corporation Bureau, UCC Division for the benefit of Service end-users.

### 3. COSTS AND PAYMENT

- A. The Subscriber will reimburse the Department in accordance with the fee schedule set forth in Exhibit B.
- B. The Department reserves the right, during the course of this Agreement, to modify the terms and fee schedule outlined in Exhibit C, provided that the Subscriber has been given thirty (30) days prior written notice. If the Department increases the fees set forth in Exhibit B, the Subscriber shall have the option to terminate this Agreement without being subject to the termination fee.
- C. The Subscriber will submit payment to the Department in accordance with this paragraph and Exhibit B. Subscribers will be invoiced for annual and monthly subscription fees. Payment of monthly subscription fee is due by the 30th day of the prior subscribed month. If payment is not received by the 15th business day in the subscribed month for monthly subscribers, the Department will terminate this Subscription Agreement and assess a Termination Fee in addition to the monthly subscription fee for that month. If payment is not received by the 15th business day in the first month of renewal of an annual subscription, the Department will terminate this Subscription Agreement and assess a Termination Fee. Nonreceipt of payment will result in referral to the Office of the Attorney General for collection.
- D. Payments shall be payable to the "Commonwealth of Pennsylvania" and submitted to the

Department of State  
Corporation Bureau  
Room 206 North Office Building  
Harrisburg, Pennsylvania 17120  
Attn: Revenue Agent

- E. Payment shall be due within thirty (30) days of notice from the Department of the Effective Date, as defined below in paragraph 4. The UCC Filing Information, as defined by this Agreement, will not be made available to the Subscriber until the start-up fee and the initial subscription fee payment has been received by the Department.

#### 4. TERM

This Agreement shall cover the services described herein from the effective date of the Agreement for a 12-month period. This Agreement shall renew automatically on the anniversary of the Effective Date for four consecutive years unless: (1) the Subscriber fails to submit payment as provided in this Agreement, (2) either party provides the other party with written notice that it does not intend to renew, or (3) this Agreement was earlier terminated in accordance with the termination provisions herein. The Effective Date shall be fixed by the Department after the Contract has been fully executed by the Subscriber and by the Commonwealth.

#### 5. AUDITS

The Subscriber agrees and acknowledges that the Department, or an independent auditor selected by the Department, may audit the Subscriber's information technology system used to provide the Service and the Service itself in the event that there is a breach of system or Service security or the Department believes that there may be a breach of system or Service security. The Subscriber must inform the Department verbally as soon as practicable after discovering the existence of a breach of system or Service security or a possible breach of system or Service security. Within forty-eight (48) hours, the Subscriber shall provide a detailed written explanation of the breach or possible breach to the Department. The method and extent of the audit shall be at the sole discretion of the Department and will focus on determining the nature of the breach of security, the scope of the breach of security and the Subscriber's compliance with the terms of this Agreement. The Subscriber agrees to assume responsibility for the costs of all such audits and will remit payment to the Department within thirty (30) days of receipt of an invoice. The Subscriber agrees to cooperate fully with any such audit.

#### 6. FRAUDULENT FILINGS

The Subscriber acknowledges that certain UCC Filings may be fraudulent or bogus filings. A fraudulent or bogus filing occurs where an individual or company files a UCC record which they are not entitled to file under 13 Pa.C.S. § 9509. When the Department determines that a File contains a bogus or fraudulent filing, it is necessary to correct the File or remove the File from the Department's records. The Department will provide written notice to the Subscriber of all Files which are corrected or removed as soon as practicable. The Subscriber agrees to notify all end-users who have accessed the Information provided by the Service during the previous three years of all Files that were corrected or removed by the Department after a determination that the UCC filings were fraudulent or bogus.

In the event that this Agreement is terminated or the Subscriber does not re-subscribe, the Subscriber agrees to continue to notify end-users who have accessed the Information provided by the Service during the previous three years of all Files that were corrected or removed by the Department after a determination that the UCC filings were fraudulent or bogus for a period of three years.

7. MISCELLANEOUS

- A. The provisions of this Agreement shall be construed in accordance with the provisions of the law of the Commonwealth of Pennsylvania. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written notice of controversy or claim with the Contracting Officer for a determination. The Contracting Officer shall send his/her written determination to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) days after receipt of such written determination, the Contractor files a claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the parties shall proceed diligently with the performance of the Contract in a manner consistent with the interpretation of the Contracting Officer.
- B. The Subscriber agrees that neither the Department, the Commonwealth of Pennsylvania, nor its agents or employees shall bear any liability or responsibility of any kind due to any error, breakdown, interruption, delay, or loss of any service or data. The Subscriber further agrees to indemnify, defend, and hold harmless the Department, the Commonwealth of Pennsylvania, and the Department or Commonwealth's officers, agents, and employees from any and all claims for losses accruing to any person, association, or corporation as a result of the Subscriber's actions, errors, or omissions in the performance of this Agreement.
- C. If at any time, the Subscriber, in its sole discretion, should determine not to offer and/or, in the exercise of its business judgment, decides to terminate the Services offered to end-users, the Subscriber may, upon giving the Department at least thirty (30) days written notice, terminate this Agreement provided that any amounts owed to the Department under Section 3 have been paid.
- D. If at any time, the Department, in its sole discretion, should determine that the provision of the Information burdens or interferes with its operations, the Department may terminate this Agreement for its convenience. Should the Department terminate this Agreement for its convenience, the Subscriber shall be entitled to a pro-rated refund of the annual or monthly subscription fee. The initial Subscriber Start-Up fee is non-refundable.

- E. If any part of this Agreement shall be held unenforceable, the remainder of this Agreement will nevertheless remain in full force and effect.
- F. Nothing in this Agreement shall be construed to constitute or appoint either party as the agent or representative of the other party for any purpose whatsoever, or to grant to either party any rights or authority to assume any obligation or responsibility, express or implied, for or on behalf of or in the name of the other party, or to bind the other party in any way or matter whatsoever.
- G. Except as provided in the Agreement, the Subscriber shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Department thereto.
- H. The Subscriber agrees that the provision of Information by the Department under the terms of the Agreement is not to be construed or represented as an endorsement of the Subscriber's Service by the Department in any promotional, advertising, or other materials.
- I. The Subscriber agrees that Information provided by the Department under this Agreement is produced for general information purposes only. This Information is not to be construed as having the legal effect of a certified copy of any file or official certification of filing by the Department. When Information is displayed through the Service, the following message must prominently appear in conjunction with the Information:

*The following data is for informational purposes only  
and is not an official record. Certified copies may be  
obtained from the Pennsylvania Department of State.  
The data is current as of (insert date) .*

This statement cannot be altered, abbreviated, or modified in any way without prior written permission by the Department.

- J. The Subscriber will provide access to its Service, for up to ten (10) hours per month at no cost to the Department, as is reasonably necessary for Department personnel to confirm that all terms of this Agreement are being met.
- K. The Subscriber will provide semiannually, or more frequently as requested by the Department, reports and statistics in a format that will allow Department personnel to determine if availability of the Service to the general public is achieving the purpose of improved access to and dissemination of public information. Such reports shall include, but not be limited to: system hours of access to Information; number of different users accessing Information; total number of searches by users of Information; total number of orders for certified

copies requested by users through the Service; an estimate of system usage by users during normal business and nonbusiness hours of the Department; and a list of all customers of the Service who access Information. Such reports, lists, and statistics are confidential and proprietary information of the Subscriber and shall be maintained confidentially to the maximum extent permitted by law.

- L. The Subscriber is required to notify the Department by telephone within twenty-four (24) hours from when the Subscriber has reason to believe that an end-user is obtaining Information from the Service for illegal or improper purposes. Written confirmation from the Subscriber, with a statement of the basis for the allegation, shall be submitted to the Department within five (5) business days of the initial notification. The Subscriber agrees to provide any and all documentation requested by the Department pertaining to the end-user's activities.
- M. The Department will have no responsibility to provide or maintain data archival backup of any data previously supplied. It shall be the Subscriber's sole responsibility to maintain any data supplied in a secure manner.
- N. During the term of this Agreement, the Subscriber agrees as follows:
  - 1) The Subscriber and its employees shall not offer or give any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value to any Commonwealth employee.
  - 2) The Subscriber and its employees shall take no action in the performance of this Agreement to create an unfair, unethical, or illegal competitive advantage for itself or others.
  - 3) The Subscriber shall not deny access to any File or Information to any end-user on the basis of race, color, religious creed, ancestry, national origin, age, sex, or handicap.
  - 4) For violations of any provisions of this section, the Commonwealth may terminate the contract with the Subscriber, debar the Subscriber, or take any other appropriate action against the Subscriber.
- O. All notices required by the Agreement shall be in writing and sent to the Department and the Subscriber at the following addresses:

If to the Department:

Department of State  
Office of Chief Counsel  
Attn: Contracting Attorney  
North Office Building, Room 302  
Harrisburg, Pennsylvania 17120

If to the Subscriber:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may from time to time change its address as set forth above by notifying the other party of its new address in writing within five (5) days of the change of address.

- P. This Agreement, with Exhibits, constitutes the entire agreement between the parties with respect to the subject matter. All prior Agreements, representations, statements, and negotiations and undertakings are hereby superseded. It is mutually understood and agreed that no alteration of the terms of this Agreement shall be valid unless made in writing and signed by both parties and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties, shall be binding on any of the parties.
- Q. If this Agreement is executed on behalf of the Subscriber by any person other than the President or Vice-President, or if the attestation of the Subscriber's signature is executed by any person other than the Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer, then a completed Signatory Delegation Authorization Certification shall be submitted to the Department by the Subscriber. Upon execution, this certification shall be attached to this Agreement as an Attachment and fully incorporated in the Contract. A sample Signatory Delegation Authorization Certification is attached as Exhibit C to this Agreement.
- R. The failure of the Department to enforce any provision herein shall not constitute or be construed as a waiver of the Department's right to enforce said provision at a later time.
- S. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- T. The Department makes no warranties that the Subscriber's access to the Information will be error-free or successful at all times. The Subscriber acknowledges that the Department makes no warranty of merchantability or fitness for a particular purpose.
- U. The Subscriber shall indemnify, hold harmless and, if requested, defend the Commonwealth, the Department and the Bureau and all of their officers, agents and employees from and against any and all claims, demands, suits, losses,





**EXHIBIT A**  
**FORM AND FORMAT OF FILES**

1. All Subscriber files will be downloaded from a HyperText Transfer Protocol (HTTP) web service. Files will be identified as "data" and "image" and will contain the following characteristics: (see paragraph 4 for layout document)

ASCII Text Files

Zipped Files containing comma formatted files

Sequel database format

(each download from the HTTP site will contain the record layout document)

2. The data file extract will be a weekly refresh or "full file refresh," replacing the data currently on record with updates of the data.
3. Image files will be available in a .tiff format. They will be available on a weekly basis and will contain images for one week only.
4. Public Data Export Table Documentation

**Target Audience**

It is assumed that if the core data is requested from the Secretary of State, that the requesting party will have an experienced relational database person available to use it. This document is meant as a guide for this person.

**Overview of the export process**

The export process is a complete set of all data and tables at a point in time. This is called the 'UCCCore.'

**Table Design and Relations**

The zipped package contains four comma formatted text files with the tables Filings, FilingAmendments, Debtors and SecuredParties.

When imported into a relational database and properly related, these files make what is called the UCCCore.

Also included is a sql script file titled CreateAllTables.sql that describes the table structure.

The center of the table structure is the Filings table. It has a primary key called the FileNumber. All other tables are related to it in a one to many relationship between the



[SecuredParties]

**Fkey**

[FileNumber] [varchar] (15)  
[NamePosition] [varchar] (4),  
[PartyTypeId] [varchar] (4) ,  
[OrganizationalType] [varchar] (20),  
[OrganizationName] [varchar] (300)  
[LastName] [varchar] (50),  
[FirstName] [varchar] (50) ,  
[MiddleName] [varchar] (30),  
[Suffix] [varchar] (15),  
[addr1] [varchar] (50),  
[addr2] [varchar] (50),  
[addr3] [varchar] (50),  
[addr4] [varchar] (50),  
[City] [varchar] (30),  
[State] [varchar] (2),  
[PostalCode] [varchar] (15)  
[County] [varchar] (30),  
[Country] [varchar] (3),  
[MailAddress] [varchar] (255)

**EXHIBIT B**  
**FEE SCHEDULE**

1. **Subscriber Start-Up** – the one-time fee which occurs when a new subscriber is engaged and includes start data bringing the new company up to current filing

*Subscriber Start-Up* *\$2,500 (nonrefundable)*

(Due at time of execution of the UCC Agreement)

2. **Annual Subscription Fee** – Includes ongoing images and data of all UCC transactions for a 12-month period

*Annual Subscription Fee* *\$5,000 (nonrefundable)*

(Due on the 1st of the month after the executed UCC Agreement is signed)

3. **Monthly Subscription Fee** – Includes ongoing images and data of all UCC transactions for one month

*Monthly Subscription Fee* *\$500/month (nonrefundable)*

4. **Termination Fee** – Where cancellation of a Vendor Agreement occurs

*Termination Fee* *\$200/occurrence (nonrefundable)*

5. **Replacement or Missed Files Retrieval Fee** – Where Subscriber fails to download available image files during the 90-day retrieval period or where the Subscriber must replace previously downloaded data or images

*Image/Data Retrieval Fee* *\$250/request (nonrefundable)*

**EXHIBIT C**  
**SAMPLE SIGNATORY DELEGATION**  
**AUTHORIZATION CERTIFICATION**

I, (Name and Title of Certifying Official), of (Name of Corporation), a corporation organized and existing under the law of the State of (State of Incorporation), hereby certify that the following is a true copy of a resolution adopted at a meeting of the Board of Directors of said Corporation, duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**RESOLVED** that (Name and Title), and in his absence and by his direction, (Name and Title), may execute contracts on behalf of the Corporation.

**I DO FURTHER CERTIFY** that the above resolution has not been altered, amended, or repealed and is not in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of (Corporation Name) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

(Corporate

Seal)

## Attachment C

**RE: UCC Subscription Agreement**

Dear Sir or Madame:

Enclosed, please find a copy of the UCC Subscription Agreement between \_\_\_\_\_ and the Pennsylvania Department of State for your records. We acknowledge receipt of payment in full. You will be contacted by the Corporation Bureau in regard to the service, in the near future.

I am happy to have been of assistance to you in this matter. If you have any questions, please feel free to contact my office at the number listed above.

## Attachment D

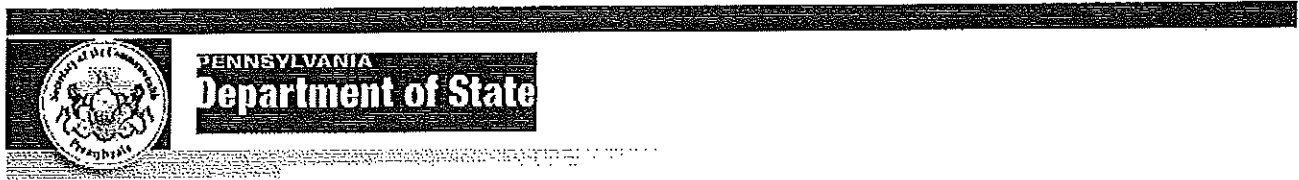
**RE: UCC Filings Subscription Agreement**

Dear Sir or Madame:

Your UCC Subscription Agreement with the Pennsylvania Department of State Corporations Bureau expires on \_\_\_\_\_. Should you wish to renew your subscription, I have enclosed for your review and execution a new UCC Subscription Agreement. This Agreement contains the same terms as the current agreement, however, the term of the Agreement has been modified to allow for four one-year automatic renewals upon receipt of payment. This will alleviate the need to execute a new agreement every year.

If you have any questions, please feel free to contact my office at the number listed above.





## Corporations

[Online Services](#) | [Corporations](#) | [Forms](#) | [Contact Corporations](#) | [Business Services](#)

- Search
- By Business Name
- By Business Entity ID
- Verify
- Verify Certification
- Online Orders
- Register for Online Orders
- Order Good Standing
- Order Certified Documents
- Order Business List
- My Images
- Search for Images

### Search for a Business Entity...

- Starting With    All words    Any words
- Corporate Name Availability    Sounds Like
- Exact Match    Only Active Corporations

[Home](#) | [Site Map](#) | [Site Feedback](#) | [View as Text Only](#) | [Employment](#)



Copyright © 2002 Pennsylvania Department of State. All Rights Reserved.  
Commonwealth of PA Privacy Statement

Attachment 3



PENNSYLVANIA  
Department of State

### Corporations

[Online Services](#) | [Corporations](#) | [Forms](#) | [Contact Corporations](#) | [Business Services](#)

- [Search](#)
- [By Business Name](#)
- [By Business Entity ID](#)
- [Verify](#)
- [Verify Certification](#)
- [Online Orders](#)
- [Register for Online Orders](#)
- [Order Good Standing](#)
- [Order Certified Documents](#)
- [Order Business List](#)
- [My Images](#)
- [Search for Images](#)

### Business Entity Filing History

Date: 5/7/2009 (Select the link above to view the Business Entity's Filing History)

#### Business Name History

Name	Name Type
"A & R, Repossession and Collection, Inc."	Current Name

#### Business Corporation - Domestic - Information

Entity Number:	3728595
Status:	Active
Entity Creation Date:	5/10/2007
State of Business.:	PA
Registered Office Address:	R 204 Orchard Street Old Forge PA 18518
Mailing Address:	No Address

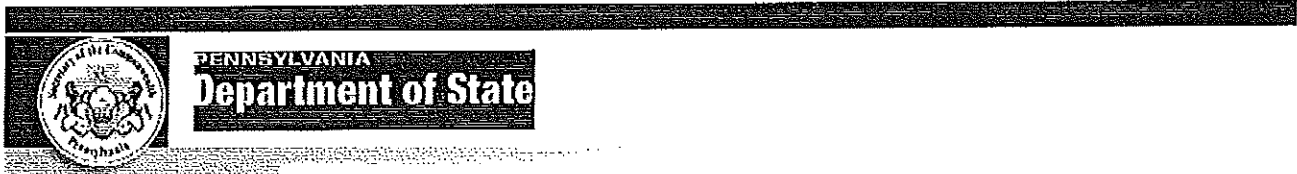
#### Officers

Name:	BRIAN NICHOLOF
Title:	President
Address:	880 OLD STATE ROAD CLARKS SUMMIT PA 18411-35

[Home](#) | [Site Map](#) | [Site Feedback](#) | [View as Text Only](#) | [Employment](#)



Copyright © 2002 Pennsylvania Department of State. All Rights Reserved.  
Commonwealth of PA Privacy Statement



## Uniform Commercial Code (UCC)

[UCC](#) | [Fee Schedule](#) | [Forms](#) | [Research](#) | [Online Services](#) | [Contact UCC](#) | [Business Services](#) | [Help](#)

Search Results Include Filings Through 05/06/2009 12:00 AM

**Standard RA9**

**Non-Standard RA9**

**File Number Search**

Organization

Individual

Organization Name:



[Home](#) | [Site Map](#) | [Site Feedback](#) | [View as Text Only](#) | [Employment](#)



Copyright © 2002 Pennsylvania Department of State. All Rights Reserved.  
[Commonwealth of PA Privacy Statement](#)



### Uniform Commercial Code (UCC)

[UCC](#) | [Fee Schedule](#) | [Forms](#) | [Research](#) | [Online Services](#) | [Contact UCC](#) | [Business Services](#) | [Help](#)

#### Filing Chain for a Debtor

Filing Type: UCC

Microfilm    Microfilm    Microfilm    Microfilm

Add To Card	File Number	Filing Date	Documents	Lapse Date	Number	Start	End	Pages
<input checked="" type="checkbox"/>	2008011801768	01/18/2008	Initial	01/18/2013				1

**Record Type**      **Name and Address**  
 Secured Party      **Domain Capital, LLC**  
                                  2050 Center Avenue Ste. 600, Fort Lee, NJ 07024

**Debtor**                      **A Company Company**  
                                  330 Gwynedd Court, Exton, PA 19341

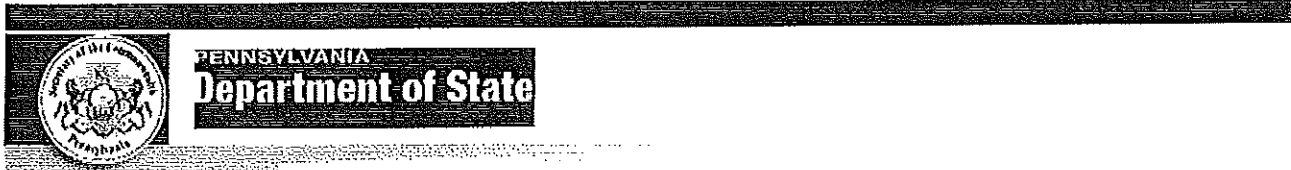
[Link to Originals](#)

Notice: Information presented on this Web site is collected, maintained, and provided for the convenience of the reader. While every effort is made to keep such information accurate and up-to-date, the Secretary of State does not certify the authenticity of information herein that originates from third parties. The Secretary of State shall under no circumstances be liable for any actions taken or omissions made from reliance on any information contained herein from whatever source or any other consequences from any such reliance.

[Home](#) | [Site Map](#) | [Site Feedback](#) | [View as Text Only](#) | [Employment](#)



Copyright © 2002 Pennsylvania Department of State. All Rights Reserved.  
Commonwealth of PA Privacy Statement



### Uniform Commercial Code (UCC)

[UCC](#) | [Fee Schedule](#) | [Forms](#) | [Research](#) | [Online Services](#) | [Contact UCC](#) | [Business Services](#) | [Help](#)

Search Results Include Filings Through 05/06/2009 12:00 AM

[Standard RA9](#)
[Non-Standard RA9](#)
[File Number Search](#)

Organization  
 Individual  
 Organization Name:  
 a



Click on the column headers to sort by the column.

File Number	Filing Date	Name and Address
<a href="#">2008011801768</a>	01/18/2008 11:38 AM	A COMPANY COMPANY - [Commercial] 330 Gwynedd Court, Exton, PA 19341
<a href="#">2008011802025</a>	01/18/2008 12:09 PM	A COMPANY COMPANY - [Commercial] 330 Gwynedd Court, Exton, PA 19341



[Home](#) | [Site Map](#) | [Site Feedback](#) | [View as Text Only](#) | [Employment](#)



Copyright © 2002 Pennsylvania Department of State. All Rights Reserved.  
Commonwealth of PA Privacy Statement

71 P.S. § 240.18A

Practitioner's Toolbox



PENNSYLVANIA STATUTES, ANNOTATED BY LEXISNEXIS(R)

History

\*THIS DOCUMENT IS CURRENT THROUGH THE END OF THE 2008 REGULAR SESSION AND THE 2008 SPECIAL SESSIONS\*  
\*\*\* April 17, 2009 Annotation Service \*\*\*

PENNSYLVANIA STATUTES  
TITLE 71. STATE GOVERNMENT  
I. THE ADMINISTRATIVE CODES AND RELATED PROVISIONS  
CHAPTER 2. THE ADMINISTRATIVE CODE OF 1929  
ARTICLE VI-A. COMMONWEALTH AGENCY FEES

Go to the Pennsylvania Code Archive Directory

71 P.S. § 240.18A (2008)

§ 240.18A. (Adm. Code § 618-A). Department of State

The Department of State is authorized to charge fees for the following purposes and in the following amounts:

- (1) Bureau of Commissions, Elections and Legislation:
  - (i) Application fee for notary commission \$ 40.00
  - (ii) to (ix) Repealed.

(2) ~~Corporation Bureau~~ --The fees of the Corporation Bureau of the department, including fees for the public acts and transactions of the Secretary of the Commonwealth administered through the bureau, shall be as follows:

	(i)	Domestic corporations:	
E4	(A)	Articles of incorporation, letters patent or like instrument incorporating a corporation or association	\$125.00
	(B)	Articles of agreement or like instrument of merger, consolidation or division	70.00
	(C)	Additional fee for each association which is a party to a merger or consolidation	40.00

Attachment 4

	(D)	Additional fee for each new corporation resulting from a division	125.00
	(E)	Articles of conversion or like Instrument	70.00
	(F)	Each ancillary transaction	70.00
(II)		Foreign corporations:	
	(A)	Certificates of authority or like qualification to do business	250.00
	(B)	Amended certificate of authority or like change in qualification to do business	250.00
	(C)	Domestication	125.00
	(D)	Statement of merger or consolidation or like Instrument reporting occurrence of merger or consolidation not affected by a filing in the department	70.00
	(E)	Additional fee for each qualified foreign corporation which is named in a statement of merger or consolidation or like Instrument	40.00
	(F)	Each ancillary transaction	70.00
(III)		Partnerships and limited liability companies:	
	(A)	Certificate of limited partnership or certificate of organization of a limited liability company or like Instrument forming a limited	125.00

		partnership or organizing a limited liability company	
	(B)	Certificate of merger or consolidation	70.00
	(C)	Additional fee for each association which is a party to the merger or consolidation	40.00
	(D)	Application for registration of foreign limited partnership or limited liability company	250.00
	(E)	Certificate of amendment of registration of foreign limited partnership or limited liability company	250.00
	(F)	Statement of registration of registered limited liability partnership or statement of election as an electing partnership	125.00
	(G)	Domestication of foreign limited liability company	125.00
	(H)	Additional fee for each new entity resulting from a division	125.00
	(I)	Each ancillary transaction	70.00
(iv)		Business trusts:	
	(A)	Deed of trust or other initial instrument for a business trust	125.00
	(B)	Each ancillary transaction	70.00
(v)		Fictitious names:	
	(A)	Registration	70.00
	(B)	Each ancillary	70.00



		transaction	
(vi)	Service of process:		
	(A)	Each defendant named or served	70.00
(vii)	Trademarks, emblems, union labels, description of bottles and like matters:		
	(A)	Trademark registration	50.00
	(B)	Each ancillary trademark transaction	50.00
	(C)	Any other registration under this paragraph	70.00
	(D)	Any other ancillary transaction under this paragraph	70.00
(viii)	Uniform Commercial Code: As provided in 13 Pa.C.S. x 9525 (relating to fees).		
(ix)	Copy fees (Including copies furnished by filing officers under the Uniform Commercial Code):		
	(A)	Each page of photocopy furnished	3.00
(x)	Certification fees:		
	(A)	For certifying copies of any document or paper on file, the fee specified in paragraph (ix), if the department furnished the copy, plus	40.00
	(B)	For certifying a duplicate copy of a document pursuant to 15 Pa.C.S. x 136(b) (2) (relating to immediate certified copy) or, if that certification cannot be made at the time of original examination, for the original examination and rejection by the	70.00

		bureau of a document submitted under that procedure, plus an additional fee for each reexamination or certification, as the case may be, by the bureau of a previously rejected document submitted under that procedure	
	(C)	For issuing any other certificate of the Secretary of the Commonwealth or the Department of State (other than an engrossed certificate)	40.00
(xi)		Report of record search (other than search under paragraph (viii)):	
	(A)	For preparing and providing a written or photocopy, or both, report of a record search, the fee specified in paragraph (ix), if any, plus	15.00
(xii)		Reservation and registration of names:	
	(A)	Reservation of association name	70.00
	(B)	Registration of foreign or other corporation name	70.00
(xiii)		Change of registered office by agent:	
	(A)	Each statement of change of registered office by agent	5.00
(xiv)		Contingent domestication:	
	(A)	Statement of contingent domestication	125.00
	(B)	Each year, or portion thereof, during which a contingent	1,500.00

domestication or  
temporary  
domiciliary status  
is in effect

**History:**

Act 2003-47 (H.B. 172), § 7, approved Dec. 23, 2003, eff. Immediately.

Service: Get by LEXSTAT®  
Citation: 71 ps 240.18A  
View: Full  
Date/Time: Friday, May 8, 2009 - 11:57 AM EDT



**LexisNexis®**

[About LexisNexis](#) | [Terms & Conditions](#) | [Contact Us](#)  
Copyright © 2009 LexisNexis, a division of Reed Elsevier Inc. All rights reserved.

# International Association of Commercial Administrators

## Business Organization Section

### Annual Report of MAINE

Please Complete this annual statistical data report for the year ending as indicated below.

A. Business and Professional Corporations	12/31/07	12/31/08
1. Domestic business and professional corporations filed during the year	2,058	1,451
A. Number (or percentage of total) from A.1. that were filed electronically	0	0
2. foreign business and professional corporations qualified during the year	1,099	919
A. Number (or percentage of total) from A.2. that were filed electronically	0	0
3. Total number of domestic and foreign business and professional corporations on file (good standing or active) on this date	40,246	40,271
4. Total revenue collected for the initial filing for domestic and foreign business and professional corporations during the year	\$573,160	\$440,145

Comments:

B. Nonprofit Corporations	12/31/07	12/31/08
1. Domestic nonprofit corporations filed during the year	708	547
A. Number (or percentage of total) from B.1. that were filed electronically	0	0
2. foreign nonprofit corporations qualified during the year	60	58
A. Number (or percentage of total) from B.2. that were filed electronically	0	0
3. Total number of domestic and foreign nonprofit corporations on file (good standing or active) on this date	12,474	12,850
4. Total revenue collected for the initial filing for domestic and foreign nonprofit corporations during the year	31,020	\$24,490

Comments:

Attachment 5

	12/31/07	12/31/08
<b>C. Limited Liability Companies</b>		
1. Domestic limited liability companies filed during the year	4,206	3,176
A. Number (or percentage of total) from C.1. that were filed electronically	0	0
2. foreign limited liability companies qualified during the year	716	635
A. Number (or percentage of total) from C.2. that were filed electronically	0	0
3. Total number of domestic and foreign limited liability companies on file (good standing or active) on this date	23,387	26,561
4. Total revenue collected for the initial filing for domestic and foreign limited liability companies during the year	\$915,050	\$714,550
Comments:		

	12/31/07	12/31/08
<b>D. Limited Partnerships</b>		
1. Domestic limited partnerships filed during the year	28	22
A. Number (or percentage of total) from D.1. that were filed electronically	0	0
2. foreign limited partnerships qualified during the year	36	39
A. Number (or percentage of total) from D.2. that were filed electronically	0	0
3. Total number of domestic and foreign limited partnerships on file (good standing or active) on this date	1,235	1,242
4. Total revenue collected for the initial filing for domestic and foreign limited partnerships during the year	\$13,900	\$13,600
Comments:		

		12/31/07	12/31/08
<b>E. Limited Liability Partnerships</b>			
1. Domestic limited liability partnerships filed during the year	11	14	
A. Number (or percentage of total) from E.1. that were filed electronically	0	0	
2. foreign limited liability partnerships qualified during the year	6	3	
A. Number (or percentage of total) from E.2. that were filed electronically	0	0	
3. Total number of domestic and foreign limited liability partnerships on file (good standing or active) on this date	156	163	
4. Total revenue collected for the initial filing for domestic and foreign limited liability partnerships during the year	\$3,425	\$3,200	

**Comments:**

		12/31/07	12/31/08
<b>F. Limited Liability Limited Partnerships</b>			
1. Domestic limited liability limited partnerships filed during the year	see lp totals		
A. Number (or percentage of total) from F.1. that were filed electronically	see lp totals		
2. foreign limited liability limited partnerships qualified during the year	see lp totals		
A. Number (or percentage of total) from F.2. that were filed electronically	see lp totals		
3. Total number of domestic and foreign limited liability limited partnerships on file (good standing or active) on this date	see lp totals		
4. Total revenue collected for the initial filing for domestic and foreign limited liability limited partnerships during the year	see lp totals		

**Comments:**

There is no separate designation for LLLP's to file. In order to make this designation, they would need to file a LP and make that designation.

<b>G. General Partnerships</b>		12/31/07	12/31/08
1.	Domestic general partnerships filed during the year	N/A	
A.	Number (or percentage of total) from G.1. that were filed electronically	N/A	
2.	foreign general partnerships qualified during the year	N/A	
A.	Number (or percentage of total) from G.2. that were filed electronically	N/A	
3.	Total number of domestic and foreign general partnerships on file (good standing or active) on this date	N/A	
4.	Total revenue collected for the initial filing for domestic and foreign general partnerships during the year	N/A	

**Comments:**

GP's do not file at the state level; they file with local municipalities. However, GP's do have the ability to make optional filings under the Uniform Partnership Act.

<b>H. Business Trusts</b>		12/31/07	12/31/08
1.	Domestic business trusts filed during the year	N/A	
A.	Number (or percentage of total) from H.1. that were filed electronically	N/A	
2.	Foreign Business trusts filed during the year.	N/A	
A.	Number (or percentage of total) from H.2. that were filed electronically	N/A	
3.	Total number of domestic and foreign business trusts on file (good standing or active) on this date	N/A	
4.	Total revenue collected for the initial filing for domestic and foreign business trusts during the year	N/A	

**Comments:**

There is no provision for Business Trusts to file in Maine, however, we will allow a Foreign Business Trust to file as a Foreign Business Corporation or a Foreign Limited Liability Company.

**I. Incoming Telephone Calls**

- 1. Number of incoming telephone calls handled for the year
- 2. Number of employees handling incoming telephone calls

	12/31/07	12/31/08
1. Number of incoming telephone calls handled for the year	33,721	32,567
2. Number of employees handling incoming telephone calls	8	8

Comments:

**J. Employees**

- 1. Number of FTE employees

	12/31/07	12/31/08
1. Number of FTE employees	11	11

Comments:



**K. Electronic Filings**

1. Do you currently accept filings electronically?

Yes  No

A. If yes please check all of the delivery options that apply

- Direct Web Access
- XML
- Bulk XML
- Business to Business
- Other (explain in comments)

Comments:  
Annual Report XML only.

2. If you answered NO to K. 1., do you expect to accept filings in the near future?

Yes  No

A. If yes please check all of the delivery options that apply

- Direct Web Access
- XML
- Bulk XML
- Business to Business
- Other (explain in comments)

Comments:

3. Do you accept filings electronically for the following documents: (Please check all that apply)

Type of Filing	Direct Web Access	XML	Bulk XML	Business to Business	Other (add comment)	URL for Service
Domestic initial formation (Articles etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Domestic amendments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
foreign initial formation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Annual Reports	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	www.SOSonline.
Name Reservations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Change of Registered Agent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Change of Registered Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	www.SOSonline.

Comments:

**L. Electronic accessibility of records**

1. Do you provide electronic access to the following: (Please check all that apply and give a fee when applicable).

	Searching/Viewing	Print	Fee	URL for Service
Name Availability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	No	www.SOSonline.org
Copies of Entity Filings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$3 each	www.SOSonline.org
Certified Copies of Entity Filings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$3 each plus \$5 for certification	www.SOSonline.org
Certificates of Existence or Good Standing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$10/\$30	www.SOSonline.org
Bulk Data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	see below	www.SOSonline.org
Bulk Copies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	see below	www.SOSonline.org

Comments:

For name availability, users can search to see if the name is

available; however, the web search is not truly an availability service.

Bulk Data - Monthly \$1200  
Bulk Data - Weekly \$300  
Bulk Images - Monthly \$1500  
Bulk Images - Weekly \$500

Certificate of Existence: Business \$30.00 Nonprofit \$10.00

# International Association of Commercial Administrators

## Business Organization Section

### Annual Report of COLORADO

Please Complete this annual statistical data report for the year ending as indicated below.

<b>A. Business and Professional Corporations</b>	12/31/07	12/31/08
1. Domestic business and professional corporations filed during the year	15,746	13,031
A. Number (or percentage of total) from A.1. that were filed electronically	99%	99%
2. foreign business and professional corporations qualified during the year	2764	2456
A. Number (or percentage of total) from A.2. that were filed electronically	0	0
3. Total number of domestic and foreign business and professional corporations on file (good standing or active) on this date	153,537	151,947
4. Total revenue collected for the initial filing for domestic and foreign business and professional corporations during the year	\$798,230	\$891,438

**Comments:**

Foreign entity filings are not web enabled.

<b>B. Nonprofit Corporations</b>	12/31/07	12/31/08
1. Domestic nonprofit corporations filed during the year	3371	3120
A. Number (or percentage of total) from B.1. that were filed electronically	98%	99%
2. foreign nonprofit corporations qualified during the year	110	123
A. Number (or percentage of total) from B.2. that were filed electronically	0	0
3. Total number of domestic and foreign nonprofit corporations on file (good standing or active) on this date	39,191	40,746
4. Total revenue collected for the initial filing for domestic and foreign nonprofit corporations during the year	\$104,760	\$170,625

**Comments:**

Foreign entity filings are not web enabled.

Attachment 6

	12/31/07	12/31/08
<b>C. Limited Liability Companies</b>		
1. Domestic limited liability companies filed during the year	52,463	49,298
A. Number (or percentage of total) from C.1. that were filed electronically	100%	100%
2. foreign limited liability companies qualified during the year	2971	2365
A. Number (or percentage of total) from C.2. that were filed electronically	0	0
3. Total number of domestic and foreign limited liability companies on file (good standing or active) on this date	196,116	211,864
4. Total revenue collected for the initial filing for domestic and foreign limited liability companies during the year	\$1,702,980	\$2,763,000

**Comments:**

We had a few paper filings, but due to rounding, 100% are filed online.

Foreign entity filings are not web enabled.

	12/31/07	12/31/08
<b>D. Limited Partnerships</b>		
1. Domestic limited partnerships filed during the year	413	344
A. Number (or percentage of total) from D.1. that were filed electronically	99%	100%
2. foreign limited partnerships qualified during the year	233	184
A. Number (or percentage of total) from D.2. that were filed electronically	0	0
3. Total number of domestic and foreign limited partnerships on file (good standing or active) on this date	17,734	17,883
4. Total revenue collected for the initial filing for domestic and foreign limited partnerships during the year	\$43,470	\$40,100

**Comments:**

We had a few paper filings, but due to rounding, 100% are filed online.

Foreign entity filings are not web enabled.

E. Limited Liability Partnerships	12/31/07	12/31/08
1. Domestic limited liability partnerships filed during the year	676	575
A. Number (or percentage of total) from E.1. that were filed electronically	100%	100%
2. foreign limited liability partnerships qualified during the year	21	22
A. Number (or percentage of total) from E.2. that were filed electronically	0	0
3. Total number of domestic and foreign limited liability partnerships on file (good standing or active) on this date	3609	3566
4. Total revenue collected for the initial filing for domestic and foreign limited liability partnerships during the year	\$18,450	\$33,625

**Comments:**

We had a few paper filings, but due to rounding, 100% are filed online.

Foreign entity filings are not web enabled.

F. Limited Liability Limited Partnerships	12/31/07	12/31/08
1. Domestic limited liability limited partnerships filed during the year	493	391
A. Number (or percentage of total) from F.1. that were filed electronically	100%	100%
2. foreign limited liability limited partnerships qualified during the year	8	8
A. Number (or percentage of total) from F.2. that were filed electronically	0	0
3. Total number of domestic and foreign limited liability limited partnerships on file (good standing or active) on this date	5548	5580
4. Total revenue collected for the initial filing for domestic and foreign limited liability limited partnerships during the year	\$3050	\$4,100

**Comments:**

We had a few paper filings, but due to rounding, 100% are filed online.

Foreign entity filings are not web enabled.

**G. General Partnerships**

12/31/07

12/31/08

1. Domestic general partnerships filed during the year
  - A. Number (or percentage of total) from G.1. that were filed electronically
2. foreign general partnerships qualified during the year
  - A. Number (or percentage of total) from G.2. that were filed electronically
3. Total number of domestic and foreign general partnerships on file (good standing or active) on this date
4. Total revenue collected for the initial filing for domestic and foreign general partnerships during the year

**Comments:**

General partnerships are not formed by filing a document with the Colorado Secretary of State.

**H. Business Trusts**

12/31/07

12/31/08

1. Domestic business trusts filed during the year
  - A. Number (or percentage of total) from H.1. that were filed electronically
2. Foreign Business trusts filed during the year.
  - A. Number (or percentage of total) from H.2. that were filed electronically
3. Total number of domestic and foreign business trusts on file (good standing or active) on this date
4. Total revenue collected for the initial filing for domestic and foreign business trusts during the year

**Comments:**

Colorado statutes do not currently permit the creation of business trusts.

**I. Incoming Telephone Calls**

- |  | 12/31/07 | 12/31/08 |
|--|----------|----------|
| 1. Number of Incoming telephone calls handled for the year | 123,131  | 129,163  |
| 2. Number of employees handling incoming telephone calls   | 4        | 5        |

**Comments:**

Includes STS count, all calls are directed to the same telephone number and the same employees.

**J. Employees**

- |                            | 12/31/07 | 12/31/08 |
|----------------------------|----------|----------|
| 1. Number of FTE employees | 27       | 29       |

**Comments:**

Include STS count, the Business Division employees are cross-trained to process both BOS and STS.

**K. Electronic Filings**

1. Do you currently accept filings electronically?

Yes No

A. If yes please check all of the delivery options that apply

- Direct Web Access
- XML
- Bulk XML
- Business to Business
- Other (explain in comments)

Comments:

2. If you answered NO to K. 1., do you expect to accept filings in the near future?

Yes No

A. If yes please check all of the delivery options that apply

- Direct Web Access
- XML
- Bulk XML
- Business to Business
- Other (explain in comments)

Comments:

3. Do you accept filings electronically for the following documents: (Please check all that apply)

Type of Filing	Direct Web Access	XML	Bulk XML	Business to Business	Other (add comment)	URL for Service
Domestic Initial formation (Articles etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	www.sos.state.co
Domestic amendments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	www.sos.state.co
foreign Initial formation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Annual Reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	www.sos.state.co
Name Reservations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	www.sos.state.co
Change of Registered Agent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Change of Registered Office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

All forms must be accessed online. The forms are available as PDF-fillable documents, or can be printed and completed using a typewriter, but handwritten documents will not be accepted for filing.

**L. Electronic accessibility of records**

1. Do you provide electronic access to the following: (Please check all that apply and give a fee when applicable).

	Searching/Viewing	Print	Fee	URL for Service
Name Availability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	free	www.sos.state.co.us
Copies of Entity Filings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	free	www.sos.state.co.us
Certified Copies of Entity Filings	<input type="checkbox"/>	<input type="checkbox"/>		
Certificates of Existence or Good Standing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	free-good standing certificates only	www.sos.state.co.us
Bulk Data	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	FTP Fee \$12,000/year	CD URL for Service



Bulk Copies



\$1500/month

**Comments:**  
Certificates of existence are not available through electronic access. Bulk copies applies only to images of trademark documents. Images of other documents are not available for sale as bulk copies.

15 Pa.C.S. § 153

PENNSYLVANIA STATUTES, ANNOTATED BY LEXISNEXIS  
(R)

\*THIS DOCUMENT IS CURRENT THROUGH THE END OF  
THE 2008 REGULAR SESSION AND THE 2008 SPECIAL  
SESSIONS\*

\*\*\* April 17, 2009 Annotation Service \*\*\*

PENNSYLVANIA CONSOLIDATED STATUTES  
TITLE 15. CORPORATIONS AND UNINCORPORATED  
ASSOCIATIONS  
PART I. PRELIMINARY PROVISIONS  
CHAPTER 1. GENERAL PROVISIONS  
SUBCHAPTER C. CORPORATION BUREAU AND UCC FEES

Go to the Pennsylvania Code Archive Directory

15 Pa.C.S. § 153 (2008)

§ 153. Fee schedule

(a) Repealed by 2003, Dec. 23, P.L. 282, No. 47, § 13(a), imd. effective.

(b) DAILY LISTINGS.-- The bureau may provide listings or copies of microfilm, or both, of complete daily filings of any class of documents or papers for a fee of 25 per filing listed or set forth therein.

(c) OTHER SERVICES.-- The bureau may charge equivalent fees for any like service not specified in subsection (a) or (b).

(d) RESTRICTION.-- UCC Revenue received by a county recorder of deeds under 13 Pa.C.S. § 9525 (relating to fees) after June 30, 2001, shall be restricted for use by the county recorder of deeds and the county prothonotary. The revenue shall be credited to the offices of the county recorder of deeds and the county prothonotary on the basis of the amount collected in each office in calendar year 2000, excluding any amounts paid to the Commonwealth. Revenue received in excess of the total amount received by each office during the year 2000, excluding amounts paid to the Commonwealth, shall be distributed pro rata to the county recorder of deeds and the county prothonotary. In a county without a recorder of deeds or a prothonotary, the provisions of this subsection shall apply to the equivalent county officials.

NOTES:

AMENDED COMMITTEE COMMENT (1992):

The fee specified in subsection (a)(10)(ii) for processing a filing under 15 Pa.C.S. § 136(b)(2) is in addition to the basic fee prescribed in this section for the type of filing involved.

It is the intention of subsection (a)(10)(ii) that every time a filing is submitted with a request

Attachment 7

Practitioner's Toolbox



History

Resources & Practice Tools

Treatises and Analytical  
Materials

- > 1-3 Pennsylvania Transaction Guide--Legal Forms § 3.120, UNIT 1 BUSINESS ENTITIES, Reservation of Corporate Name.
- > 1-3 Pennsylvania Transaction Guide--Legal Forms § 3.121, UNIT 1 BUSINESS ENTITIES, Registration of Fictitious Name.
- > 1-3 Pennsylvania Transaction Guide--Legal Forms § 3.132, UNIT 1 BUSINESS ENTITIES, Amendment, Cancellation, or Withdrawal of Fictitious Name Registration.

More...

71 P.S. § 279.5

PENNSYLVANIA STATUTES, ANNOTATED BY LEXISNEXIS(R)

\*THIS DOCUMENT IS CURRENT THROUGH THE END OF THE 2008 REGULAR SESSION AND  
THE 2008 SPECIAL SESSIONS\*

\*\*\* April 17, 2009 Annotation Service \*\*\*

PENNSYLVANIA STATUTES  
TITLE 71. STATE GOVERNMENT  
I. THE ADMINISTRATIVE CODES AND RELATED PROVISIONS  
CHAPTER 2. THE ADMINISTRATIVE CODE OF 1929  
ARTICLE VIII. POWERS AND DUTIES OF THE DEPARTMENT OF STATE AND ITS  
DEPARTMENTAL ADMINISTRATIVE BOARD

**Go to the Pennsylvania Code Archive Directory**

71 P.S. § 279.5 (2008)

§ 279.5. (Adm. Code § 814). Corporation Bureau Restricted Account

The restricted account, the Corporation Bureau Restricted Account, established under 15 Pa.C.S. § 155(a) (relating to disposition of funds), is continued. This account shall receive 30% of the amount received by the department under Subchapter C of Chapter 1 of 15 Pa.C.S. (relating to Corporation Bureau and UCC fees) except for the fees collected under 13 Pa.C.S. § 9525(a)(1)(ii) (relating to fees). This account shall receive 5% of the amount received by the department under section 9525(a)(1)(ii). The balance of the amount received by the department under Subchapter C of Chapter 1 of 15 Pa.C.S. shall be deposited in the General Fund. Funds in the Corporation Bureau Restricted Account shall be used solely for the operation of the Corporation Bureau in the Department of State and for its modernization as may be required for improved operations of the bureau unless a surplus arises after two consecutive years, at which time the Secretary of State shall transfer any amount in excess of the bureau's budget into the General Fund. The Secretary of State shall transfer \$ 5,000,000 from the account to the General Fund in fiscal year 2003-2004.

Service: Get by LEXSTAT®

Citation: 71 P.S. 279.5

View: Full

Date/Time: Friday, May 8, 2009 - 11:57 AM EDT



[About LexisNexis](#) | [Terms & Conditions](#) | [Contact Us](#)

Copyright © 2009 LexisNexis, a division of Reed Elsevier Inc. All rights reserved.

**Attachment 8**