Company Name:
Reed Elsevier, Inc.

Contract Number:
LC-09-D-7027 (LC09D7027)

Order Number:
HSCENV-09-F-00004 (HSCENV09F00004)

Date of Performance:
Base Year: 10/1/2008 through 9/30/2009
Option Year 1: 10/1/2009 through 9/30/2010
Option Year 2: 10/1/2010 through 9/30/2011
Option Year 3: 10/1/2011 through 9/30/2012
Option Year 4: 10/1/2012 through 9/30/2013

Latest Modification Processed:
P00001

Services Provided:
Includes access to Accurint with phones data package, Lexis.com, Newnexis.com, and Law Enforcement Solutions Package.
ORDER SUPPLIES OR SERVICES

1. DATE OF ORDER: 09/29/2008
2. CONTRACT NO. (If any): ILC-09-D-7027
3. ORDER NO.: HCSCEN-09-F-00004
4. REQUISITION/REFERENCE NO.: ASPMHEQ0003
5. ISSUING OFFICE (Address correspond to):
   ICE/Migration Support/OAQ Dallas
   Immigration and Customs Enforcement
   Office of Acquisition Management
   7701 N. Stemmons Freeway, Suite 300
   Attn: Douglas Gerard, 214-305-5319
   Dallas TX 75247
6. TO: CHARLES WILKINSON ESQ MBE
   a. NAME OF CONTRACTOR: REED ELSEVIER INC
   b. COMPANY NAME: REED ELSEVIER INC
   c. STREET ADDRESS: 1150 16TH ST NW STE 606
   ATTENTION JAMES RUTHERFORD
   d. CITY: WASHINGTON, D.C.
   e. STATE: WA
   f. ZIP CODE: 20068
7. TYPE OF ORDER:
   a. PURCHASE
   b. DELIVERY
   Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side of this form and is issued subject to the terms and conditions of the above-numbered contract.
8. ACCOUNTING AND APPROPRIATION DATA
  See Schedule
   9. BUSINESS CLASSIFICATION (Check appropriate box(es))
   a. SMALL
   b. OTHER THAN SMALL
   c. DISADVANTAGED
   d. WOMEN-OWNED
   e. HUBZone
   f. EMERGING SMALL BUSINESS
   10. REQUIRING OFFICE
   ICE Ofc of Investigations HQ Div. 4
   11. PLACE OF
   12. F.O.B. POINT
   13. GOVERNMENT DL NO.
   14. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)
   15. DISCOUNT TERMS
   16. Net 30
   17. SCHEDULE (See reverse for Requisitions)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED (g)</th>
<th>UNIT</th>
<th>UNIT PRICE (f)</th>
<th>AMOUNT (g)</th>
<th>QUANTITY ACCEPTED (h)</th>
</tr>
</thead>
</table>

DUNS Number: 677672683
Confirming Order Placed With:
CHARLES WILKINSON
De Not Duplicate
Obligation POC: M. Scott Tutko, 202-616-0932
Accounting Info: See Schedule
Continued ...

18. SHIPPING POINT
19. GROSS SHIPMENT WEIGHT
20. INVOICE NO.

21. MAIL INVOICE TO:
   a. NAME: DHS, ICE
   b. STREET ADDRESS
   Burlington Finance Center
   P.O. Box 1620
   Attn: ICE-01-HQ-DIV 4
   Ref. #: HCSCEN-09-F-00004
   c. CITY: Williston
   d. STATE: VT
   e. ZIP CODE: 05495-1620
   f. $0.00

22. UNITED STATES OF AMERICA
   BY (Signature): Kenneth W. Moriegau
   TITLE: CONTRACTING OFFICER

FFMS OBLIGATED

a-29-08

29-Sept-2008
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>LEXIS-NEXIS SERVICES (INCLUDES ACCESS TO ACCURINT TO ACCURINT LE W/ PHONES DATA PACKAGE, LEXIS.COM, NEWNEXIS.COM AND LAW ENFORCEMENT SOLUTIONS PAGE)</td>
<td>b4</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>1001</td>
<td>LEXIS-NEXIS SERVICES (INCLUDES ACCESS TO ACCURINT TO ACCURINT LE W/ PHONES DATA PACKAGE, LEXIS.COM, NEWNEXIS.COM AND LAW ENFORCEMENT SOLUTIONS PAGE)</td>
<td>b4</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>2001</td>
<td>LEXIS-NEXIS SERVICES (INCLUDES ACCESS TO ACCURINT TO ACCURINT LE W/ PHONES DATA PACKAGE, LEXIS.COM, NEWNEXIS.COM AND LAW ENFORCEMENT SOLUTIONS PAGE)</td>
<td>b4</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>

**Period of Performance:** 10/01/2008 to 09/30/2009

**Option Year 1:** 10/01/2009 to 09/30/2010

**Option Year 2:** 10/01/2010 to 09/30/2011

Accounting Info:
SEE ATTACHMENT A
$2,514,750.00 (Subject to Availability of Funds)
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>Supplies/Services</th>
<th>Quantity Ordered</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Quantity Accepted</th>
</tr>
</thead>
<tbody>
<tr>
<td>3001</td>
<td>LEXIS-NEXIS SERVICES (INCLUDES ACCESS TO ACCURINT TO ACCURINT LE W/ PHONES DATA PACKAGE, LEXIS.COM, NEWSNEXIS.COM AND LAW ENFORCEMENT SOLUTIONS PAGE)</td>
<td>b4</td>
<td>0.00</td>
<td>b4</td>
<td>0.00</td>
</tr>
<tr>
<td>4001</td>
<td>LEXIS-NEXIS SERVICES (INCLUDES ACCESS TO ACCURINT TO ACCURINT LE W/ PHONES DATA PACKAGE, LEXIS.COM, NEWSNEXIS.COM AND LAW ENFORCEMENT SOLUTIONS PAGE)</td>
<td>b4</td>
<td>0.00</td>
<td>b4</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Option Year 3: 10/01/2011 to 09/30/2012

Amount: b4 (Option Line Item) 09/12/2011

Accounting Info:
SEE ATTACHMENT A

Option Year 4: 10/01/2012 to 09/30/2013

Amount: b4 (Option Line Item) 09/10/2012

Accounting Info:
SEE ATTACHMENT A

The terms and conditions of Fedlink contract LC-09-D-7027 are applicable to this delivery order. ICE specific terms and conditions are listed below.

FOR COMMUNICATION OF THIS ORDER:

Direct inquiries to Douglas W. Gerard at the issuing office at (214) or you can also send an E-Mail to: for other than

Continued ...
**ORDER**

**OR SUPPLIES OR SERVICES**

**SC. DUKE - CONTINUATION**

**DATE OF ORDER**
09/29/2008

**CONTRACT NO.**
LC-09-D-7027

**ORDER NO.**
HSCEV-09-F-00004

---

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>payment inquiries.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Direct payment inquiries to the Dallas Finance Center at 214-915-6277 referencing this purchase order number and the invoice number as submitted.

The contractor is requested to acknowledge acceptance of this PURCHASE order by signing in the space below and returning a copy of this page with signature to the contracting officer via facsimile, # 214-908-5568, upon receipt. Please contact the contracting officer if there are any questions or concerns.

**Signature**

**Title**

2008 Oct 01

Date

The contractor shall not accept any instruction that would result in any change to the supplies/services herein by any entity other than the issuing office's contracting officer.

Invoices shall be submitted via one of the following three methods:

**By mail:**

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT 05495-1620
Attn: ICE-01-HQ-DIV 1
Ref: # HSCEV-09-F-00004

**By facsimile (fax):** (include a cover sheet with point of contact & # of pages)

802-288-7658

**By e-mail:**

Continued ...
ORDER FOR SUPPLIES OR SERVICES

DATE OF ORDER: 09/29/2008
CONTRACT NO.: LC-09-D-7027
ORDER NO.: HSCENV-09-F-00004

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td>(D)</td>
<td>(E)</td>
<td>(F)</td>
<td>(G)</td>
</tr>
</tbody>
</table>

payment inquiries. Direct payment inquiries to the Dallas Finance Center at 214-915-6277 referencing this purchase order number and the invoice number as submitted.

The contractor is requested to acknowledge acceptance of this PURCHASE order by signing in the space below and returning a copy of this page with signature to the contracting officer via facsimile, # 214-905-5568, upon receipt. Please contact the contracting officer if there are any questions or concerns.

---

Signature  Title  
Date

The contractor shall not accept any instruction that would result in any change to the supplies/services herein by any entity other than the issuing office's contracting officer.

Invoices shall be submitted via one of the following three methods:

- **By mail:**
  
  DHS, ICE
  Burlington Finance Center
  P.O. Box 1620
  Williston, VT 05495-1620
  Attn: ICE-OI-HQ-DIV 1
  Ref. # HSCENV-09-F-00004

- **By facsimile (fax):** (include a cover sheet with point of contact & # of pages)
  
  802-288-7658

- **By e-mail:**

Continued ...

---

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))
Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be noted on every invoice submitted to ensure prompt payment provisions are met. The ICE program office shall also be noted on every invoice.

52.232-18 Availability of Funds. (Apr 1984)
Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.
(End of clause)

52.217-8 Option to Extend Services. (Nov 1999)
The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of Continued ...
Important: Mark all packages and papers with contract and/or order numbers.

Date of order: 09/29/2008
Contract number: LC-09-D-7027
Order number: HSCENV-09-F-00004

52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day of the contract completion date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension. (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

3052.209-70 Prohibition on contracts with corporate expatriates.
As prescribed at (HSAR) 48 CFR 3009.104-75, insert the following clause:

PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES
(JUN 2006)
(a) Prohibitions. Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.
(b) Definitions. As used in this clause: Expanded Affiliated Group means an affiliated group as defined in section Continued ...
1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

1. The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
2. After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
   a. In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
   b. In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
3. The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Continued...
Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
   (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
   (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special Rule for Related Partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a...
partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check one]:

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

The total amount of award: $13,374,195.00.

The obligation for this award is shown in Continued ...
**ORDER FOR SUPPLIES OR SERVICES**

**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and parcels with contract and/or order numbers.

**DATE OF ORDER:** 09/29/2008

**CONTRACT NO.:** LC-09-D-7027

**ORDER NO.:** HSCENV-09-F-00004

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED (A)</th>
<th>UNIT (C)</th>
<th>UNIT PRICE (D)</th>
<th>AMOUNT (F)</th>
<th>QUANTITY ACCEPTED (G)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>box 17(1).</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CARRIED FORWARD TO 1ST PAGE ITEM 17(H)**
The purpose of this modification is to remove the reference to FAR clause 52.232-18 Availability of Funds for the base period of this order and to fully fund the base period of the order.

This modification increases the funding associated with this order from $0.00 to $2,514,751.00, an increase of $2,514,751.00.

Continued...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remain unchanged and in full force and effect.

NAME AND TITLE OF SIGNER (Type or print)

Douglas Gerard

NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

12. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UDF Section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 877672683

Confirming Order Placed With:

CHARLES WILKINSON, Do Not Duplicate

Obligation POC: Mr. Scott Tutko, 202

The purpose of this modification is to remove the reference to FAR clause 52.232-18 Availability of Funds for the base period of this order and to fully fund the base period of the order.

This modification increases the funding associated with this order from $0.00 to $2,514,751.00, an increase of $2,514,751.00.

Continued...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remain unchanged and in full force and effect.

NAME AND TITLE OF SIGNER (Type or print)

Douglas Gerard

NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

12c. DATE SIGNED

01/14/2009

STANDARO FORM 30 (REV. 10-83)
Prepared by GSA
FAR (41 CFR) 52.243

I-KS-09
All other terms and conditions of this order remain unchanged.
Delivery: 10/01/2008
Discount Terms: Net 30
FOB: Destination
Period of Performance: 10/01/2008 to 09/30/2009

Change Item 0001 to read as follows (amount shown is the obligated amount):

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>LEXIS-NEXIS SERVICES (INCLUDES ACCESS TO ACCURINT TO ACCURINT LE WITH PHONES DATA PACKAGE, LEXIS.COM, NEWNEXIS.COM AND LAW ENFORCEMENT SOLUTIONS PAGE) 10/1/08-9/30/09</td>
<td>1 EA</td>
<td>1,906,750.00</td>
<td>1,906,750.00</td>
<td></td>
</tr>
</tbody>
</table>

Delivery Location Code: ASF
ASSET FORFEITURE UNIT
425 I STREET, NW, ROOM 3040
Attn: M. Scott Tutko
WASHINGTON, D.C. WA 20536
Accounting Info:
OIDDV04-ASF BA 10-55-00-000
---
Funded: $1,906,750.00

Add Item 0002 as follows:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0002</td>
<td>LEXIS-NEXIS SERVICES—INCLUDING ACCESS TO ACCURINT, ACCURINT LE AND LAW ENFORCEMENT SOLUTIONS: 10/1/08-9/30/09 $608,000.00</td>
<td>1 EA</td>
<td>608,000.00</td>
<td>608,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Delivery Location Code: ASF
ASSET FORFEITURE UNIT
500 12TH STREET, SW
6TH FLOOR
ATTN: DAVID EOFF
WASHINGTON D.C. WA 20024
Accounting Info:
---
Funded: $608,000.00