



*Engineering the flow of communication™*

06-08-2010

JAMES FILLMORE  
LAKEVIEW ACADEMY  
527 W 400 N  
SARATOGA SPRINGS UT 84045-3101  
Account No.: 21473526867

Dear JAMES FILLMORE:

Thank you for taking the time to speak with me today. It was a pleasure discussing your account and your interest in Pitney Bowes lease options available to you.

As a follow up to our conversation, attached is the lease documentation you requested. In order to process your lease request without delay, please make sure you do the following:

- 1) Sign and date the signature page on the attached document to confirm your acceptance of the lease agreement
- 2) Initial any changes you make to name, title, address, and contact information
- 3) Enter your company's Tax ID# (FEIN/TIN) by your signature for compliance purposes

Please note that by following the process above, your order will be processed without a delay.

Once complete, please fax the lease agreement back to me at **1-203-617-2674**. If you have any questions, feel free to give me a call at 866-581-1234 ext 5368.

Sincerely,

*Chelsea Thew*

Pitney Bowes Account Manager

TC4

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**Your Business Information**

LAKEVIEW ACADEMY

Full legal name of lessee 527 W 400 N	DBA name of lessee SARATOGA SPRINGS	UT	84045-3101
Billing address	City	State	ZIP+4 21473526867
Billing contact name 527 W 400 N	Billing contact phone # SARATOGA SPRINGS	UT	Billing CAN # 84045-3101
Installation address (if different from billing address) JAMES FILLMORE	City (801)-331-6788	State	ZIP+4 21473526867
Installation contact name 527 W 400 N	Installation contact phone # SARATOGA SPRINGS	UT	Installation CAN # 84045-3101
New Address (please indicate billing <input type="checkbox"/> and/or install <input type="checkbox"/> )	City	State	ZIP+4

Please note any special billing requirements here      Invoice attention of      Customer PO #

**Your Business Needs**

Quantity	Business Solution Description
1	K7M0 Postage Meter
1	SBYK K7M0 W/2LB SCALE
1	991-4 K700/DM SCALE UPGRADE INSTRCTN
1	6DA-7 SHAPE-BASED SIZING TEMPLA

**Items to be included:**

**Tier 1 Service Level Agreement Included**  
 Includes Unlimited Postage by Phone Meter Resets  
 \$25 Free Postage  
 Softguard Included

**Your Payment Plan**

Number of Quarters	Quarterly Amount
18	\$ 117

**Initial Lease Term:** 54 Months  
 ( ) Tax exempt certificate attached

**SR #: 3-2934521740**  
**N1XK7M0SBYKXXXXX**

*Payment plans begin after any applicable Prorated Usage Period.*

**Your Acknowledgment**

You agree to be bound by all the terms and conditions of this Lease, including those contained on page 2 and those located in the Pitney Bowes Terms, which are available at [www.pb.com/terms](http://www.pb.com/terms) (Version 04/10) and are incorporated by reference. The Lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below. The Lease requires you either to provide proof of insurance or instead participate in the Pitney Bowes ValueMAX® equipment protection program (see PITNEY BOWES TERMS) for an additional fee.



Customer Signature	Date	Tax ID # (FEIN/TIN)
Print Name	AUTHORIZED AGENT	

Print Customer name	Signer's Title	Email address
Chelsea Thew 162667	0060	

Account rep	District office	PBGFS acceptance
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This is a lease with Pitney Bowes Global Financial Services LLC (PBGFS), Pitney Bowes' leasing company. PBGFS provides leasing options to our customers. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI) as stated in the Pitney Bowes Terms. Due to federal regulations, only PBI can own an IntelliLink Control Center or Meter. Therefore, those items are rented to you, rather than leased. Unlike the other equipment you may lease from us, you cannot purchase an IntelliLink Control Center or Meter at the end of the Agreement.

**L1. DEFINITIONS**

L1.1 All capitalized terms that are not defined in this document are defined in the "Definitions" section of the Pitney Bowes Terms.

**L2. AGREEMENT**

- L2.1 You are leasing the Equipment listed on the Order. You will make each Quarterly Payment by the due date shown on our invoice.
- L2.2 **You may not cancel this Lease for any reason. All payment obligations are unconditional.**
- L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the "Default and Remedies" section of the Pitney Bowes Terms.
- L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

**L3. PAYMENT TERMS AND OBLIGATIONS**

- L3.1 We will invoice you in advance each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any SOW attached to this Agreement.
- L3.2 Your Quarterly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.
- L3.3 If you request, your IntelliLink® Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Quarterly Payment and begin with the start of the Lease Term. Your Quarterly Payment will increase if your PBI Payments increase.

**L4. EQUIPMENT OWNERSHIP**

L4.1 We own the Equipment. PBI owns any IntelliLink® Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

**L5. LEASE TERM AND INTERIM USAGE PERIOD**

- L5.1 The Lease term is the number of months stated on the Order, plus any Interim Usage Period ("Lease Term"). The Interim Usage Period is the period between the date your Equipment is delivered and the first month of the subsequent calendar quarter.
- L5.2 If you use the Equipment during the Interim Usage Period, you agree to pay the prorated portion of your Quarterly Payment.

**L6. END OF LEASE OPTIONS**

- L6.1 During the 90 days prior to the end of your Lease, you may, if not in default, select one of the following options:
- enter into a new lease with us;
  - purchase the Equipment "as is, where is" for fair market value; or
  - return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value (unless you are enrolled in the ValueMAX® program) and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and pay us our then applicable processing fee.
- L6.2 If you do not select one of the options in Section L6.1, you have agreed to enter into successive month-to-month extensions of this Agreement. You may cancel the extension upon 30 days written notice, and either return all items pursuant to Section L6.1(c) or purchase the Equipment.

**L7. WARRANTY AND LIMITATION OF LIABILITY**

- L7.1 WE (PBGFS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.
- L7.2 PBI provides you with (and we assign to you our rights in) the limited warranty in the Pitney Bowes Terms.
- L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES),

OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

**L8. EQUIPMENT OBLIGATIONS**

- L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.
- L8.2 Inspection. We may inspect the Equipment and any related maintenance records.
- L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

**L9. RISK OF LOSS AND VALUEMAX® PROGRAM**

**Because we own the equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You can demonstrate to us that the equipment will be protected either by showing us that your insurance will cover the equipment or by enrolling in our fee-based ValueMAX program. The terms of that program are listed in Section L9.2.**

**L9.1 Risk of Loss.**

- You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Lease Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").
- No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of the occurrence of any Loss.
- You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-243-9506 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

**L9.2 ValueMAX Program.**

- If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).
- If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.
- If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Lease.
- We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

**L10. MISCELLANEOUS**

- L10.1 If more than one lessee is named in this Lease, liability is joint and several.
- L10.2 You, and any principal, owner, officer or guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information. Each of these persons authorizes us to obtain credit reports on them now and in the future.
- L10.3 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT.
- L10.4 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

## CUSTOMER CHECKLIST

### Welcome To Pitney Bowes

THANK YOU for your business. Below are answers to some commonly asked questions about your lease. Also, you will receive a Welcome Letter containing additional lease and account information. We value you as a customer and look forward to continuing to serve your needs.

#### Important Information Regarding Your Lease and Account

- ◆ **How are taxes billed?** State-required sales tax will be added to your lease invoice. If you are tax exempt please advise your sales representative. Property tax will be billed separately by Pitney Bowes on an annual basis.
- ◆ **How often will I be invoiced?** You will be invoiced quarterly. If you are a new leasing customer, you may see a charge for "Interim Rent" on your first invoice. This is for usage of your equipment from the date of installation until your lease officially commences. After the Interim Rent period you will receive your standard lease invoice showing your quarterly lease payment.
- ◆ **How does ValueMax® work?** As a reminder, if you do not provide Proof of Insurance within 30 days you will be automatically enrolled in ValueMax®, which is a Pitney Bowes product protection program. You will see a charge on your quarterly lease invoice for this service as described in your lease agreement.
- ◆ **How does Purchase Power<sup>SM</sup> work?** Remember, if you have not prepaid for postage then the Purchase Power<sup>SM</sup> credit line attached to your postage meter account will be used and you will be billed as per your lease agreement.
- ◆ **How does delivery and installation work?** Your sales representative will provide an estimated delivery timeframe. Also, many Pitney Bowes products are self-installable; your sales representative will inform you if your equipment can be installed upon delivery or if a Pitney Bowes Service Technician is required.
- ◆ **Online Account Access.** You can access your account online to view and pay bills, place a service call, and take advantage of other online features. Visit us at [www.pb.com/myaccount](http://www.pb.com/myaccount).
- ◆ **Global Financial Solutions.** Pitney Bowes Global Financial Solutions (PBGFS) is a wholly owned subsidiary of Pitney Bowes Inc. which provides financing for Pitney Bowes' products.
- ◆ **How do Service Level Agreement customers obtain service?** If you need service from one of our one thousand A+ Certified Service Professionals who are equipped with real time wireless technology, please call 800-522-0020.
- ◆ **Taxpayer ID (FEIN/TIN):** We are required to have valid Taxpayer ID (FEIN/TIN) on file for our customers. Your Taxpayer Id (TIN) is your employer identification number (FEIN) if you are a Partnership, Corporation, Bank, State or Government Agency or Non Profit Organization, or your Social Security Number if you are a Sole Proprietor. Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account according to the USA Patriot Act.

## Need Assistance?

***If you are remaining in your current equipment and have questions regarding:***

- Your new lease commencement date
- Value Max
- Postage payment options
- General billing questions

***Additionally, if you have received new equipment and have questions regarding:***

- Installing Your New Equipment
- Transferring Postage from your old meter to the new one
- Returning the old meter or supplies

Call us at 877-81P-B4ME (877-817-2463), or e-mail us at [PB4ME@pb.com](mailto:PB4ME@pb.com)

Hours of operation: Monday-Friday 9AM-6:30 PM, EST