

EXHIBIT "B"



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WSCA Installment Option C Agreement Account # 10

Your Business Information

EL DORADO COUNTY CENTRAL STORES		CAN #	ORDER #
Full Legal Name of renter		DBA Name of renter	Tax ID # (FED/TIN)
345 FAIR LN	PLACERVILLE	CA	95667-4106
Billing Address	City	State	Zip+4
Billing Contact Name		Billing Contact Phone #	Billing CAN #
345 FAIR LANE		PLACERVILLE	CA 95667-4106
Installation Address (if different from billing address)		City	State Zip+4
Installation Contact Name		Installation Contact Phone #	Installation CAN #
Credit Card #		Name on Card	Exp Date Type of Card
Tax Exempt #		State Tax (if applicable)	Fiscal Period (from - to)

Your Business Needs

Qty	Business Solution Description
1	Mail Stream Solution - 1 Connect+ 3000 Series WOW
1	Connect+ Series Meter
1	220/135 LPM Feature
1	15 lb Interfaced Weighing
1	500 Dept Accounting
1	Connect+ Mono Printer
1	Standard Apps Center
1	Connect+ Power Stacker
Additional items on following page	

Check items to be included in customer's payment

- Equipment Maintenance (1st year included)
Provides service coverage including certain parts and labor
- Software Maintenance (1st year included)
Provides revision updates and technical assistance
- Soft-Guard® Subscription
Provides postal and carrier updates. If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.
- IntelliLink™ Subscription/Meter Rental
Provides simplified billing and includes () resets per year
 - () Confirmation Services Electronic access to postal confirmation services
 - () Purchase Power Receive an invoice for postage, consolidated billing and enhanced management reporting information.

Contract Administrator: Terri R Daly, Purchasing Agent / Chief Administrative Officer

Your Payment Plan

Number of months	Monthly amount
First 60	\$158.72

- () Required advance check of \$ _____ received
- () Tax Exempt certificate attached
- Initial rental term _____

Your Acknowledgement

By your signature below, you are entering into a Fair Market Value Lease Agreement pursuant to your Participating Addendum to the WSCA Contract # EPS040976-A2-2. The Terms and Conditions of such WSCA Fair Market Value Lease Agreement Option C govern this transaction.

Signature	Date	
Print Name	Title	Email Address
Grace Perez	004	
Account Rep	District Office	PBGPA Acceptance

WSCA OPTION C Form Rev. (04/08)

Page 1
see additional pages for terms and conditions

Equipment Vendor Pitney Bowes Inc
For Sales and Service call 1-800-332-6000



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WCSA Installment Option C Agreement Account # 10

Your Business Information

		CAN #	ORDER #	
EL DORADO COUNTY CENTRAL STORES				
Full Legal Name of renter	DBA Name of renter	Tax ID # (FEIN/TIN)		
345 FAIR LN	PLACERVILLE	CA	95667-4106	
Billing Address	City	State	Zip+4	
		00053793881		
Billing Contact Name	Billing Contact Phone #	Billing CAN #		
345 FAIR LANE	PLACERVILLE	CA	95667-4106	
Installation Address (If different from billing address)	City	State	Zip+4	
		00527287007		
Installation Contact Name	Installation Contact Phone #	Installation CAN #		
Credit Card #	Name on Card	Exp Date	Type of Card	
Tax Exempt #	State Tax (if applicable)	Fiscal Period (from - to)		

Your Business Needs

- 1 | IntelliLink Subscription
- 1 | 15/30 lb Weighing Platform
- 1 | Differential Weighing for 15 lb or 30 lb Scale
- 1 | Scale Stand
- 1 | 100ft LAN Cable
- 1 | Roll Tape Kit
- 1 | Connect+ Series Console with Scale Stand
- 1 | INVIEW WEB ACCOUNTING
- 1 | INVIEW SINGLE METER
- 1 | INVIEW REPORTING
- 1 | TPM - UP TO 5 NON-PB METERS
- 1 | INVIEW SUBSCRIPTION
- 1 | INVIEW TRAINING

OPTION C

LEASE AGREEMENT WITH FAIR MARKET VALUE ("FMV") PURCHASE OPTION

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under EPS050076-A2-2 and will be the Lessor under such FMV Lease Agreements.

The pricing plan for the FMV Lease Plan is as follows:

Monthly Billing:

Term	Lease Rate
36	.0334
48	.0270
60	.0231

Quarterly Billing:

Term	Lease Rate
36	.1008
48	.0817
60	.0705

The terms and conditions are as follows:

- GENERAL.** All FMV Lease Option C Agreements (each referred to herein as "Lease") consist of the following terms and conditions in addition to the applicable terms and conditions of EPS050076-A2-2. By issuing a Purchase Order under this FMV Lease Option C, the Participating Agency is requesting that Pitney Bowes Global Financial Services LLC leases the referenced equipment (the "Equipment") for essential governmental purposes. Such Equipment does not include any referenced IntelliLink™ Control Center or postage meter, which remain the property of Pitney Bowes Inc. or one of its wholly owned subsidiaries. Any IntelliLink™ Control Center or postage meter is subject to the applicable USPS regulations and meter terms and conditions as may be provided by Pitney Bowes Inc.
- TERM.** Each Lease shall commence upon acceptance of the Equipment and shall continue until the earlier of (a) termination at Lessor's option upon the Participating Agency's failure to pay when due the amount required or failure to perform any other obligation hereunder or under EPS050076-A2-2, or (b) the occurrence of an event of non-appropriations or termination for Contractor default under EPS050076-A2-2, (c) cancellation or termination in accordance with paragraph 3 below, or (d) expiration of the term specified on the relevant Purchase Order and satisfaction by the Participating Agency of all obligations thereunder.
- CANCELLATION OR TERMINATION.** The Participating Agency intends to enter into a Lease for the entire agreed upon term and Lessor relies upon such represented intention when determining the applicable pricing plan. If the Participating Agency cancels or terminates a Lease prior to its expiration (other than for non-appropriations or Contractor default pursuant to EPS050076-A2-2), the Participating Agency shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year.
- REMEDIES.** If the Participating Agency fails to pay when due any amount required, or fails to perform any other obligation under a Lease or under EPS050076-A2-2 and fails to cure the same within thirty (30) days of the Participating Agency's receipt of written notice thereof, Lessor may, at its option and without further demand or notice, take one or any combination of the following actions: terminate the relevant Lease, take possession of the relevant Equipment (and related meters), declare the entire amount of all lease payments, and other amounts due and to become due, for the then current fiscal period for which funds have been appropriated to be immediately due and payable, and pursue any other remedy permitted by applicable law.

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5. **ASSIGNMENT.** The Participating Agency may not assign, transfer or sublet any interest in a Lease or the Equipment without Lessor's prior written consent.
 6. **OWNERSHIP.** Lessor owns the Equipment and the Participating Agency shall keep the Equipment free from any liens or encumbrances. Each Lease is a "finance lease" governed by Uniform Commercial Code Article 2A.
 7. **END OF LEASE OPTIONS.** Upon 90 days prior written notice, the Participating Agency may, if not in default, elect among the following options with respect to the Equipment: (a) purchase the Equipment "as is, where is" for fair market value, as determined by Lessor based upon what a willing and able buyer would pay a willing and able seller in an arm's length transaction, or (b) return the Equipment in its original condition, reasonable wear and tear excepted, by de-installing the Equipment and making it available for Contractor's retrieval. If the Participating Agency has not elected one of the above options, the Participating Agency shall be deemed to have entered into successive month-to-month extensions of the relevant term.
 8. **RISK OF LOSS.** The Participating Agency is responsible for Equipment loss, damage or destruction from any cause, from the date of acceptance and for the entire term. No Equipment loss, theft or damage shall relieve the Participating Agency of its obligation to make the payments or perform its obligations under a Lease. **Notwithstanding the foregoing, the Participating Agency shall not be responsible for Equipment loss, damage or destruction if Contractor has delivered non-conforming goods.**

Includes 12 month prorated warranty

Applicable taxes will be added will be calculated

EL DORADO COUNTY CENTRAL STORES

Quantity	Item Code	Description	Unit Price	Extended Price	Annual Maintenance Cost
1	AZBD	Connect+ 3000 Series WOW	\$ 14,417.00	\$ 14,417.00	included
1	1W00	Connect+ Series Meter	\$ -	\$ -	included
1	APSH	220/ 135 LPM Feature	\$ 1,267.00	\$ 1,267.00	included
1	1FW1	Differential Weighing Feature	\$ -	\$ -	included
1	1FW5	15lb Interfaced Weighing	\$ 1,801.00	\$ 1,801.00	included
1	APA4	500 Dept Accounting	\$ 843.00	\$ 843.00	included
1	AZBE	Connect+ Mono Printer	\$ -	\$ -	included
1	MSD1	Standard Apps Center	\$ -	\$ -	included
1	MSPS	Connect+ Power Stacker	\$ 1,437.00	\$ 1,437.00	included
1	M9SS	Intellilink Subscription	\$ -	\$ -	included
1	MP30	15/ 30 lb Weighing Platform	\$ -	\$ -	included
1	MP3X	Differential Weighing Feature for 15lb	\$ 258.00	\$ 258.00	included
1	MW90701	100ft LAN Cable	\$ 164.00	\$ 164.00	included
1	MW90651	Roll Tape Kit	\$ -	\$ -	included
1	SVWA	Connect+ Series Console With Scale Stand	\$1,182.00	\$ 1,182.00	included
1	NV00	INVIEW MMS Set Up Fee	\$ 164.00	\$ 164.00	included
1	1FXA	DM Interface for INVIEW	\$ -	\$ -	included
1	NVAR	INVIEW Web Accounting	\$ 843.00	\$ 843.00	included
1	NVMA	INVIEW Single Meter	\$ -	\$ -	included
1	NVRT	INVIEW Reporting	\$ -	\$ -	included
1	TPM1	TPM-up to 5 non-PB meters	\$ -	\$ -	included
1	NV90	INVIEW Subscription	\$ -	\$ -	included
1	NVWE	INVIEW Training	\$ 164.00	\$ 164.00	included
1	N199	Scale Stand	\$ 80.00	\$ 80.00	included
60		Monthly Payment includes all equipment, meter rental and maintenance	\$ 758.32	\$ 45,499.20	included