

Section (A) Dealer Information

Dealer Office Number: 6313000	Dealer Office Name: Central Business Systems	Phone #: 859 276 1690	Date Submitted: March 27, 2013
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Section (B) Billing Information

Company Name (Full legal name): Lexington Fayette Urban County Government			
DBA:			
Billing Address: 200 E. Main St.			
Billing City: Lexington	State: KY	Zip Code + 4: 40507	
Billing Contact Name: Beverly Higgins	Contact Phone Number: 859 258 3900		
Billing Contact Title:	Contact Fax Number:		
Billing Contact email Address: beverlyh@lfucg.com	Purchase Order Number:		

Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name): Lexington Fayette Urban County Government			
DBA:			
Installation Address (No PO Boxes or General Delivery): 200 E. Main St.			
Installation City: Lexington	State: KY	Zip Code + 4: 40507	
Installation Contact Name: Beverly Higgins	Phone Number: 859 258 3900		
Installation Contact Title:	Fax Number:		
Installation Contact email Address: beverlyh@lfucg.com			

Section (D) Products

Quantity	Model / Part Number	Description (Include Serial Number, if applicable <input checked="" type="checkbox"/> See additional listed products on attached continuation schedule.)
1	IM56DWM	IM5000 Dynamic Weigh Module
2	IM56CONVEYOR	Conveyor/Stacker
3	IM5AWP10	IM5000 210 LPM Base, Mixed Mail Fdr., 5.7' Control Panel & Line Conditioner
4	IMRLD	Remote Label Dispenser w/Stand
5	G2 Software	Existing G2 Software, MOS Scale and Dedicated Computer w/17" Touchscreen

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax-Exempt. <i>Certificate attached.</i>	Period	# of Months	Monthly Payment (plus applicable taxes)
	First	60	755.42
	Next		
	Next		
	Next		
Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	Billing Method: <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Government Payment in Arrears		
Current Lease Number: H09071041			
New Lease Number:			

Section (G) Postage Meter & Postage Funding Information

Main Post Office Name:	Post Office 5-Digit Zip Code:
Postage Funding Method: <input type="checkbox"/> Bill Me <input checked="" type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit <small>Attach ACH Authorization Form</small>	Postage Funding Account: <input type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing Existing Account Number 196316
<input type="checkbox"/> OMAS / CPU OMAS Agency Code	<small>Attach USPS CPU Authorization Letter</small>

Section (H) Services

Rate Protection: <input checked="" type="checkbox"/> Online Postal Rates <input type="checkbox"/> RCP (Shipped Update) <input type="checkbox"/> None	Covered Product:
Meter Apps: <input type="checkbox"/> Online Postal Expense Management <input type="checkbox"/> Online E-Services <input type="checkbox"/> Online E-Services with Electronic Return Receipt	
Software: <input type="checkbox"/> Software Advantage	Covered Product:
Dealer Services: <input checked="" type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation / Training	

Section (F) ACH Direct Debit for Lease Payments (Attach Voided Check)

Bank Name	Bank Contact Name
Bank City, State	Bank Contact Phone Number
Bank Routing Number	Bank Account Number

Section (I) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to neoFunds/TotalFunds unless initialed here _____.

This document consists of a Government Product Lease ("Lease") with MailFinance Inc.; a Postage Meter Rental Agreement, Product Maintenance Agreement, an Online Services Agreement, Software Configuration Services Agreement, and a Software License Agreement with Neopost USA Inc., and a neoFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (versions GL-05-12), which are also available at <http://www.neopostinc.com/terms/Govt.lease-05-12.pdf> and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature	Print Name and Title	Date Accepted
Accepted by Neopost USA and its Affiliates		Date Accepted

ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between MailFinance Inc. ("MailFinance"), Neopost USA Inc. ("Neopost USA") and City of Lexington ("Customer") with reference to the following:

A. MailFinance and Customer are entering into a Government Product Lease Agreement (the "Lease"), pursuant to which MailFinance will lease product to Customer.

B. Concurrently herewith, Neopost USA and Customer are entering into a Postage Meter Rental Agreement (the "Rental Agreement"), pursuant to which Neopost USA will rent a Postage Meter to Customer.

C. Any defined term used herein shall have the same meaning as in the Lease, or the Rental Agreement.

In consideration of the mutual covenants contained herein, and in the Lease, and the Rental Agreement, the parties agree as follows:

1. MailFinance and Customer agree to amend the Lease as follows:
 - a. Section 7, titled "Assignment of Supplier's Warranties" is hereby amended to add the following language to the end of this section: "We confirm that Neopost USA Inc. gives Us the following warranty: Neopost USA Inc. warrants that the Products shall be free from defects in material and workmanship for ninety (90) days after delivery."
 - b. Section 9, titled "Default" is hereby amended as follows:
 - i. In the second sentence, after "If You default," add the following language: "and You fail to cure such non-performance within thirty (30) days following receipt of written notice from Us,". This sentence is further amended to delete the phrase "without notice to you."
 - ii. Delete the third sentence and replace it with the following: "If any dispute arises between Us and You with respect to the matters covered by this Lease which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees and out-of-pocket costs (including, without limitation, expert witness fees) incurred in connection with such proceeding, in addition to any other relief it may be awarded."
 - c. Section 21, titled "Choice of Law; Venue; and Attorney's Fees" is hereby amended as follows:
 - i. In the first sentence, delete "Connecticut" and replace it with "Kentucky."
 - ii. In the second sentence, delete "Hartford County in the State of Connecticut" and replace it with "Fayette County in the State of Kentucky."
2. Neopost USA and Customer agree to amend the Rental Agreement as follows:
 - a. Section 3, titled "Rental Fee, Term, and Taxes" is hereby amended as follows:
 - i. Delete the sixth sentence in its entirety, said sentence reads: "Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes."
 - ii. Add the following language to the end of this section: "Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such certificate."
 - iii. In the last sentence, delete "Section 14" and replace it with "Section 12."
 - b. Section 6, titled "Default" is hereby amended as follows:

- i. In the first sentence, after “and Mailroom Finance, Inc.,” add the following language: “and do not cure such default within thirty (30) days of receiving written notice from Us,” and this sentence is further amended to delete “without notice.”
- ii. The third sentence is deleted in its entirety and replaced with the following language: “If any dispute arises between Us and You with respect to the matters covered by this Rental Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees and out-of-pocket costs (including, without limitation, expert witness fees) incurred in connection with such proceeding, in addition to any other relief it may be awarded.”

The Lease, Rental Agreement, neoFunds/TotalFunds Agreement, Online Services and Software Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Lease, Rental Agreement, and this Addendum, the terms of the Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

City of Lexington

By: _____

Printed Name: _____

Title: _____

Date: _____

MailFinance Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Neopost USA Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____