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ATTORNEYS FOR THE DEBTORS AND DEBTORS-IN-POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

_____)	
In re)	Chapter 11 Case
)	
MIRANT CORPORATION, <u>et al.</u> ,)	Case No. 03-46590 (DML)
)	Jointly Administered
Debtors.)	
_____)	

**MOTION OF DEBTORS TO REJECT THE EQUIPMENT LEASE WITH
PITNEY BOWES CREDIT CORPORATION**

Mirant Corporation ("Mirant") and its affiliated debtors (collectively, the "Debtors"), as debtors in possession, file this Motion (the "Motion") pursuant to section 365(a) of title 11, United States Code (11 U.S.C. §§ 101 et seq.) (the "Bankruptcy Code") for authority to reject the "Equipment Lease" (the "Lease") between Pitney Bowes Credit Corporation, as lessor ("Pitney Bowes"), and Mirant, as lessee, which is described below in greater detail and attached hereto as Exhibit B.¹ In support thereof the Debtors represent as follows:

¹ As indicated in the Certificate of Service attached hereto, the Debtors have not served exhibits on all parties on the Debtors' Limited Service List. Any party may request a copy of the exhibits by making a written request to the Debtors' counsel.

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

PROCEDURAL BACKGROUND

2. The Cases. Commencing on July 14, 2003, and concluding in the early morning hours of July 15, 2003, (the “Petition Date”), certain of the Debtors (collectively, the “Initial Debtors”) filed voluntary petitions in this Court for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the “Bankruptcy Code”).² On August 18, 2003, Mirant EcoElectrica Investments I, Ltd. and Puerto Rico Power Investments, Ltd. (collectively, the “New Debtors”) commenced chapter 11 cases under the Bankruptcy Code. On October 3, 2003, the following additional Debtors filed voluntary petitions in this Court for relief under chapter 11: (i) Mirant Wrightsville Management, Inc.; (ii) Mirant Wrightsville Investments, Inc.; (iii) Wrightsville Power Facility, L.L.C.; and (iv) Wrightsville Development Funding, L.L.C. (collectively, the “Wrightsville Debtors”). On November 18, 2003, the following additional Debtors filed voluntary petitions in this Court for relief under chapter 11: (i) Mirant Americas Energy Capital, LP; and (ii) Mirant Americas Energy Capital Assets, LLC (the “MAEC Debtors” and collectively with the Initial Debtors, the New Debtors, and the Wrightsville Debtors, the “Debtors”). The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

² Concurrently, Mirant caused two of its Canadian subsidiaries, Mirant Canada Energy Marketing, Ltd and Mirant Canada Energy Marketing Investments, Inc. (collectively, the “Canadian Debtors”) to commence plenary insolvency proceedings (the “Canadian Proceedings”) in the Court of Queen’s Bench of Alberta Judicial District of Calgary (the “Canadian Court”) pursuant to the *Companies’ Creditors Arrangement Act*. The Canadian Debtors are subject to the sole and exclusive jurisdiction of the Canadian Court.

3. The Cases are Jointly Administered. On July 15, 2003, this Court granted the motion for an order requesting that the bankruptcy estates of the Initial Debtors be jointly administered. On September 8, 2003, this Court entered an order approving joint administration of the cases of the New Debtors with those of the Initial Debtors. On October 20, 2003, this Court entered an order approving the joint administration of the cases of the Wrightsville Debtors with those of the Initial Debtors. On November 20, 2003, this Court entered an order approving the joint administration of the cases of the MAEC Debtors with those of the Initial Debtors.

4. The Committees. Three official committees have been appointed by the Office of the United States Trustee for the Northern District of Texas in these administratively consolidated cases. Specifically, an official unsecured creditors' committee and an official committee of equity security holders have been appointed for Mirant Corporation and an official unsecured creditors' committee has been appointed for Mirant Americas Generation, LLC (collectively, the "Committees").

RELIEF REQUESTED

5. By this Motion, the Debtors respectfully request pursuant to 11 U.S.C. § 365(a) authority to reject the Lease listed below in paragraph 5 hereof, effective ten (10) business days from the date of service of this Motion.

BASIS FOR RELIEF

6. On August 14, 2003, the Court entered an amended order (the "Order") approving procedures (the "Rejection Procedures") for the rejection of Contracts and Leases from time to time in furtherance of the reorganization efforts of the Debtors.

7. In summary, the procedures Order allows the Debtors, in the exercise of their business judgment, to reject any Contract or Lease determined to be unnecessary and/or burdensome to the Debtors' ongoing business operations following ten (10) business days from service via facsimile or overnight mail, to: (i) the counterparty under the respective Lease at the

last known address available to the Debtors; (ii) counsel for the counterparty under the respective Lease who has appeared in these cases and has specifically requested notice of any rejection notice; and (iii) counsel for any statutory committees appointed in these cases. A copy of the Order is attached hereto as Exhibit A.

8. Pursuant to the terms of the Order and N.D. TX L.B.R. 9014.1, unless a written objection hereto is filed and served in accordance with the terms of the Order, the following Lease will be deemed rejected pursuant to 11 U.S.C. § 365(a) effective upon the expiration of the ten (10) business day notice period described above (the "Effective Date"):

- (a) **Title of the Lease:** "Equipment Lease" between Pitney Bowes and Mirant, dated January 31, 2001.³

Effective Date of Rejection:

January 28, 2004, subject to paragraph 6 hereof

Parties to the Lease:

Pitney Bowes Credit Corporation
Mirant Corporation

Contact Information for Non-Debtors:

Pitney Bowes Credit Corporation
P.O. Box 85460
Louisville, KY 40285-5460

Pitney Bowes, Inc.
World Headquarters
1 Elmcroft Road
Stamford, CT 06926-0700

9. If an objection to this Motion is timely filed and served upon: White & Case, LLP, Wachovia Financial Center, 200 South Biscayne Blvd., Miami, Florida 33131,

³ The Lease is a single document that incorporates an Equipment Lease, a Postage Meter Rental Agreement, a Maintenance and Service Agreement, a Purchase Power Agreement, and a U.S. Postal Service Acknowledgement of Deposit.

Attention: Thomas E Lauria, Esq. and Haynes and Boone, LLP, 901 Main Street, Suite 3100, Dallas, Texas 75202, Attention: Judith Elkin, Esq., counsel for the Debtors, not later than ten (10) business days from the date of service of this Motion, the Debtors shall seek a hearing on the objection at the Court's earliest convenience. If such an objection to the Motion is timely received, and the Court ultimately upholds the Debtors' determination to reject the Lease, then the Lease shall be deemed rejected as of the date of the determination by the Court unless otherwise agreed, in writing, by the Debtors and the counterparty to the respective Lease.

10. Pursuant to the Order, claims arising out of the rejection of the Lease must be filed with the Court, or any Court approved claims processing agent, by the later of (i) the deadline for filing proofs of claims established by the Court or (ii) thirty (30) days after the Effective Date of Rejection, or the date of the Order of the Court upholding the Debtors' determination to reject the Lease, unless otherwise agreed, in writing, by the Debtors and the counterparty to the Lease (the "Rejection Claims Deadline").

11. Pursuant to the Order, any holder of a claim allegedly arising from the rejection of the Lease who fails to timely file a proof of such claim on or before the expiration of the Rejection Claims Deadline shall be (a) forever barred from asserting such claim against any of the Debtors; (b) forever barred from sharing in any distribution of the Debtors' estates or assets under any confirmed plan of reorganization or order of the Court authorizing distributions from the Debtors' estates; and (c) bound by the terms of any plan of reorganization confirmed in these chapter 11 cases and any order of the Court authorizing distributions from the Debtors' estates.

General Description Relating to the Lease.

12. The Lease is a lease for a mailing system. Pursuant to the Lease, Pitney Bowes leases the mailing system to the Debtors. The Lease is for a term of fifty-four (54) months, January 31, 2001 through July 31, 2005, at a cost of \$1,063.00 per month.

The Lease May Be Rejected.

13. Section 365(a) of the Bankruptcy Code provides that a debtor-in-possession, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The Lease is clearly an unexpired lease, since by its terms the Lease does not expire until July 31, 2005. "This provision allows a [debtor] to relieve the bankruptcy estate of burdensome agreements which have not been completely performed." *Stewart Title Guaranty Co. v. Old Republic National Title Insurance Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (quoting *In re Murexco Petroleum, Inc.*, 15 F.3d 60, 62 (5th Cir. 1994)).

Rejection Of The Lease Is Within the Debtors' Business Judgment.

14. Rejection of a lease requires court approval. A debtor's decision to assume or reject will be approved provided that it meets the "business judgment" test, pursuant to which rejection of an unexpired lease is appropriate if such rejection would benefit the estate. *See Richmond Leasing v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985); *In re G.I. Indus., Inc.*, 204 F.3d 1276, 1282 (9th Cir. 2000) ("[A] bankruptcy court applies the business judgment rule to evaluate a trustee's rejection decision . . ."); *In re Food Barn Stores, Inc.*, 107 F.3d 558, 567 n. 16 (8th Cir. 1997) (debtor's request to assume or reject contract should be approved where not manifestly unreasonable or made in bad faith). The "business judgment" test is satisfied where the assumption or rejection of an unexpired lease enhances the value of the

estate. *See Richmond Leasing*, 762 F.2d at 1309. Upon a finding that a debtor has exercised sound business judgment in determining whether to assume or reject an unexpired lease, a court should approve the decision pursuant to section 365(a) of the Bankruptcy Code. *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984).

15. "The fundamental purpose of reorganization is to prevent a debtor from going into liquidation, with an attendant loss of jobs and possible misuse of economic resources." *Bildisco*, 465 U.S. at 528 (citing H.R.Rep. No. 95-595, p. 220 (1977)). The Debtors' have determined, after due inquiry, that the Lease is burdensome to their estates and should be rejected.

16. The Debtors have determined, in their reasonable business judgment, that the Lease should be rejected as uneconomical and an impediment to their ongoing business operations. Since the petition date, the Debtors' have signed an agreement to obtain an alternative mailing system. The alternative mailing system is more cost effective than the Lease and provides more up to date technology that better suits the current business needs of the Debtors. Due to the lengthy term of the lease, the cost of the Lease, and the Debtors' changing business operations, the Debtors have determined that it is in their best interest to reject the Lease.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he provided a true and correct copy of the forgoing to Bankruptcy Services, LLC and directed them to effect service upon all persons on the Limited Service List (without exhibits) via U.S. mail, and the addressees set forth below via overnight mail (with exhibits) on the 13th day of January 2004.

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Stamford, CT 06926-0700

Jason S. Brookner
Andrews & Kurth, L.L.P.
1717 Main Street
Suite 3700
Dallas, TX 75201

/s/ Ian T. Peck

EXHIBIT A

U.S. BANKRUPTCY COURT,
NORTHERN DISTRICT OF TEXAS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

ENTERED
TAWANA J. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

In re)	Chapter 11 Case
MIRANT CORPORATION, <u>et al.</u> ,)	Case No. 03-46590-DML-11
Debtors.)	Jointly Administered

**AMENDED ORDER REGARDING MOTION OF DEBTORS FOR AN ORDER
PURSUANT TO SECTIONS 365 AND 554 OF THE BANKRUPTCY CODE
AUTHORIZING AND APPROVING A PROCEDURE FOR THE REJECTION OF
CERTAIN EXECUTORY CONTRACTS**

Upon the Motion of Debtors for an Order Pursuant to Sections 365 and 554 of the Bankruptcy Code Authorizing and Approving a Procedure for the Rejection of Certain Executory Contacts (the "Motion") filed by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") in these Chapter 11 cases; and it appearing that this Court has jurisdiction over this matter; and it appearing that due and proper notice has been given; and upon due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED that the Motion is granted; and it is further

ORDERED that the Rejection Procedures referenced on Exhibit "A" attached hereto are hereby approved; and it is further

ORDERED that this Court shall, and hereby does, retain jurisdiction with respect to all matters arising or related to the implementation of this Order; and it is further

ORDERED that the last date to file timely proofs of claim against the Debtors arising from the rejection of any Contracts and Leases (the "Rejection Claims Deadline") will be and hereby is the later of: (i) the deadline for filing proofs of claims established by this Court; and (ii) thirty (30) days after the Rejection Effective Date, as such term is defined in the

Rejection Procedures, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease; and it is further

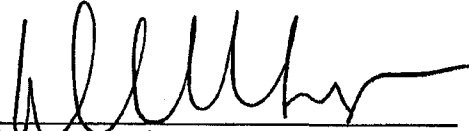
ORDERED that any holder of a claim allegedly arising from the rejections authorized in accordance with the Rejection Procedures who fails to timely file a proof of such claim on or prior to the expiration of the Rejection Claims Deadline be: (i) forever barred from asserting such claim against any of the Debtors or their estates; (ii) forever barred from sharing in any distribution of the Debtors' estates or assets under any plan of reorganization confirmed in these chapter 11 cases or order of the Court authorizing distributions from the Debtors' estates; and (iii) bound by the terms of any plan of reorganization confirmed in these chapter 11 cases and/or any order of the Court authorizing distributions from the Debtors' estates; and it is further

ORDERED that the procedures established by this Order, including the Rejection Claims Deadline, shall not apply to (a) any executory contract or unexpired lease between any of the Debtors and (i) PEPCO and any of its affiliates; (ii) WGES; (iii) Kern; (iv) 285 Venture; (v) Unitil; (vi) the NSTAR Companies (as each entity is defined it is respective objection or joinder to objections to the Motion) (vii) the Cape Light Compact Agreements, including the Pilot Electric Supply Agreement by and between the Cape Light Compact and Mirant Americas Retail Energy Marketing, LP; or (b) leases and lease-related contracts pertaining to the Dickerson and Morgantown power plants operated by Mirant Mid-Atlantic, LLC and its subsidiaries (in which the lease counterparties are certain limited liability companies affiliated with Bank One, N.A., Union Bank of California, N.A. and Verizon Capital Corp.); and it is further

ORDERED that, to the extent that any provision contained in this Order is inconsistent with this Court's Interim Order Authorizing the Debtors to (i) Comply With Terms of Prepetition Trading Contracts, (ii) Enter Into Postpetition Trading Contracts in the Ordinary Course of Business, (iii) Provide Credit Support Relating to Both Pre- and Post-Petition Trading

Contracts, and (iv) Setting a Final Hearing to Consider the Entry of a Final Order Affirming the Interim Order and Authorizing Assumption of Prepetition Trading Contracts entered on July 17, 2003 (the "Trading Order"), the Trading Order shall control.

Dated August 14, 2007



HONORABLE D. MICHAEL LYNN
UNITED STATES BANKRUPTCY JUDGE

Exhibit "A"

Rejection Procedures

- a. Unless a timely objection is filed, any Contract or Lease determined by the Debtors, in the exercise of their business judgment, to be unnecessary and/or burdensome to the Debtors' ongoing business operations shall, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease, be deemed rejected ten (10) business days from service of a motion to reject such Contract or Lease (the "Rejection Motion"), via facsimile or overnight mail, to: (i) the counterparty under the respective Contract or Lease at the last known address available to the Debtors; (ii) counsel for the counterparty under the respective Contract or Lease who has appeared in these cases and has specifically requested notice of any rejection notice; and (iii) counsel for any statutory committees appointed in these cases (each, a "Committee").
- b. The Rejection Motion shall be substantially in the form of the Rejection Motion attached hereto as Exhibit A-1 and shall include a copy of the Order approving this Motion.
- c. If an objection to a Rejection Motion is filed by a counterparty to a Contract or Lease, or by any Committee, and timely served upon, and actually received by, counsel to the Debtors prior to the expiration of the ten (10) business day notice period, the Debtors will seek a hearing to consider the objection at the Court's earliest convenience.
- d. If no objections by either a counterparty to a Contract or Lease or by any Committee, are timely received, then the applicable Contract or Lease shall be deemed rejected as of the expiration of the ten (10) business day notice period described above unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease. The Rejection Effective Date for any rejection shall be the later of (a) the expiry of the ten (10) business day notice period if no objection is filed; (b) the entry of an order ultimately approving rejection if an objection to rejection is filed; and (c) such other date upon which the debtor and the objection party may agree.
- e. If an objection to a Rejection Motion is timely received, and the Court ultimately upholds the Debtors' determination to reject the applicable Contract or Lease, then the applicable Contract or Lease shall be deemed rejected as of the date of the Order unless otherwise agreed, in writing, by the Debtors and the counterparty to the applicable Contract or Lease.
- f. Claims arising out of the rejection of Contracts and Leases must be filed with the Bankruptcy Court or any Court approved claims processing agent by the later of (i) the deadline for filing proofs of claim established by this Court or (ii) thirty (30) days after the Rejection Effective Date, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease.

Exhibit "A-1"

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

_____)	
In re)	Chapter 11 Case
MIRANT CORPORATION, <u>et al.</u> ,)	Case No. 03-46590-DML-11
Debtors.)	Jointly Administered
_____)	

**MOTION OF DEBTORS TO REJECT EXECUTORY CONTRACTS OR
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY
OF [NAME OF COUNTERPARTY]**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Mirant Corporation ("Mirant") and its affiliated debtors (collectively, the "Debtors"), as debtors in possession, file this Motion (the "Motion") pursuant to section 365(a) of title 11, United States Code (11 U.S.C. §§ 101 et seq.) (the "Bankruptcy Code") for authority to reject certain executory contracts (each, a "Contract") or unexpired leases of real property (each, a "Lease"), and in support thereof represent as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

PROCEDURAL BACKGROUND

2. The Cases. Commencing on July 14, 2003 and concluding in the early morning hours of July 15, 2003, (the "Petition Date"), each of the Debtors filed a voluntary petition in this court for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C.

§§ 101-1330, as amended (the "Bankruptcy Code").¹ The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. The Cases are Jointly Administered. On July 15, 2003, this Court granted the Debtors' motion for an order requesting that the Debtors' bankruptcy estates be jointly administered.

4. Unsecured Creditors' Committees. On July 25, 2003, the Office of the United States Trustee for the Northern District of Texas formed two official committees of unsecured creditors. The first Committee is comprised of certain bondholders of Mirant Americas Generation, LLC. The Second Committee is comprised of certain creditors of Mirant Corporation and the remaining Debtors.

RELIEF REQUESTED

4. By this Motion, the Debtors respectfully request pursuant to 11 U.S.C. § 365(a) authority to reject certain Contracts and/or Leases listed below, effective 10 (ten) business days from the date upon service of this Motion.

¹ Concurrently, Mirant caused two of its Canadian subsidiaries, Mirant Canada Energy Marketing, Ltd and Mirant Canada Energy Marketing Investments, Inc. (collectively, the "Canadian Debtors") to commence plenary insolvency proceedings (the "Canadian Proceedings") in the Court of Queen's Bench of Alberta Judicial District of Calgary (the "Canadian Court") pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA"). The Canadian Debtors are subject to the sole and exclusive jurisdiction of the Canadian Court.

BASIS FOR RELIEF

5. On _____, 2003, the Court entered an order (the "Order") approving procedures (the "Rejection Procedures") for the rejection of Contracts and Leases from time to time in furtherance of the reorganization efforts of the Debtors.
6. In summary, the procedures Order allows the Debtors, in the exercise of their business judgment, to reject any Contract or Lease determined to be unnecessary and/or burdensome to the Debtors' ongoing business operations following ten (10) business days from service via facsimile or overnight mail, to: (i) the counterparty under the respective Contract or Lease at the last known address available to the Debtors; (ii) counsel for the counterparty under the respective Contract or Lease who has appeared in these cases and has specifically requested notice of any rejection notice; and (iii) counsel for any statutory committees appointed in these cases. A copy of the Order is attached hereto as Exhibit "A".
7. Pursuant to the terms of the Order and N.D. TX L.B.R. 9014.1, unless a written objection hereto is filed and served in accordance with the terms of the Order, the following Leases and/or Contracts will be deemed rejected pursuant to 11 U.S.C. § 365(a) effective upon the expiration of the ten (10) business day notice period described above (the "Effective Date"):

**Title of Lease/Contract:
Effective Date of Rejection:
Parties to the Lease/Contract
and Contact Information:**

8. If an objection to this Motion is timely filed and served upon: White & Case, LLP, Wachovia Financial Center, 200 South Biscayne Blvd., Miami, Florida 33131, Attention: Thomas E Lauria, Esq. and Haynes and Boone, LLP, 901 Main Street, Suite 3100,

Dallas, Texas 75202, Attention: Judith Elkin, Esq., counsel for the Debtors, not later than ten (10) business days from the date of service of this Motion, the Debtors shall seek a hearing on the objection at the Court's earliest convenience. If such an objection to a Rejection Motion is timely received, and the Court ultimately upholds the Debtors' determination to reject the applicable Contract or Lease, then the applicable Contract or Lease shall be deemed rejected as of the date of such determination by the Court unless otherwise agreed, in writing, by the Debtors and the counterparty to the applicable Contract or Lease.

9. Pursuant to the Order, claims arising out of the rejection of Contracts and Leases must be filed with the Court, or any Court approved claims processing agent, by the later of: (i) the deadline for filing proofs of claims established by this Court or (ii) thirty (30) days after the Effective Date, or the date of the Order of the Court upholding the Debtors' determination to reject the applicable Contract or Lease, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease (the "Rejection Claims Deadline").

10. Pursuant to the Order, any holder of a claim allegedly arising from the rejection of a Contract or Lease who fails to timely file a proof of such claim on or before the expiration of the Rejection Claims Deadline shall be (a) forever barred from asserting such claim against any of the Debtors; (b) forever barred from sharing in any distribution of the Debtors' estates or assets under any confirmed plan of reorganization or order of the Court authorizing distributions from the Debtors' estates; and (c) bound by the terms of any plan of reorganization confirmed in these chapter 11 cases and any order of the Court authorizing distributions from the Debtors' estates.

CONCLUSION

WHEREFORE, the Debtors respectfully request the relief requested herein and such other and further relief as this Court deems just and proper.

Dated: Fort Worth, Texas
_____, 2003

HAYNES AND BOONE, LLP
901 Main Street
Suite 3100
Dallas, TX 75202
(214) 651-5000

By _____

Robin Phelan
State Bar No. 15903000
Judith Elkin
State Bar No. 06522200
Ian Peck
State Bar No. 24013306

-and-

Thomas E Lauria
State Bar No. 11998025
Michelle C. Campbell
State Bar No. 24001828
WHITE & CASE LLP
Wachovia Financial Center
200 South Biscayne Blvd.
Miami, Florida 33131
(305) 371-2700

PROPOSED ATTORNEYS FOR THE DEBTORS
AND DEBTORS-IN-POSSESSION

EXHIBIT B

Your Business Information:

Full Legal Name of Lessee MIRANT CORP		DBA Name of Lessee	
Billing Address 1155 PERIMETER CNT.W		City ATLANTA	State GA
Phone # ()		Invoice Attn. of	Zip+4 30338-5416
Lessee Contact Name		City ATLANTA	State GA
Equipment Location (If different than billing address) 1155 PERIMTER CTR W STE 100		Install Loc. I.D. 15735061887	Zip+4 30338-5416
Customer P.O. #	Bill Loc. I.D.	Bank Name	
Years In Business 0	Business Type Corporation	Bank Account #	Bank Phone # ()
Name of Principal	Social Security #		

At Pitney Bowes Credit Corporation, customer satisfaction is our number one priority. Backed by one of the largest and most respected companies in the office equipment industry, each customer is assured the utmost reliability, convenience and flexibility in the products and service we offer.

Technology Protection Plan

Your Business Needs: **Items to be included in your Total Quarterly Payment.**

- Equipment Maintenance** - Provides full service coverage including all parts and labor.
- Software Maintenance** - Provides revision upgrades and technical assistance.
- Soft-Guard** - Provides necessary carrier rate update.
- Meter on Lease** - Provides simplified billing and includes 611 resct(s) per year.

Qty	Item	Equipment Description
		Mailing System - 1
1	SP6H	16oz WOW Paragon w/ Power stacker, 1500 Dept Acctg & J610 (UXFT Inc), USTR training incl.
1	USPO	INCLUDED: Power Stacker
1	USTR	INCLUDED: Paragon Operator Training, Up to 2 Operators for 3 hours on site
1	UP3P	30lb Differential Platform w/ Stand
1	UXFO	Flats Feeding Kit (must order USPO Power Stacker)
1	260-6	First Class Meter Inscription Pack
1	107-6	Bulk Rate Meter Inscription Pack
1	UC30	Paragon Console
1	USTR	Paragon Operator Training, Up to 2 Operators for 3 hours on site
1	E100	E100 Paragon Postage By Phone

Your Business Information:

Full Legal Name of Lessee MIRANT CORP		DBA Name of Lessee	
Billing Address 1155 PERIMETER CNT.W		City ATLANTA	State GA
Phone # ()		Lessee Contact Name	Invoice Attn. of
Equipment Location (If different than billing address) 1155 PERIMTER CTR W STE 100		City ATLANTA	State GA
Customer P.O. #		Bill Loc. I.D.	Install Loc. I.D. 15735061887
Years In Business 0	Business Type Corporation	Bank Name	
Name of Principal	Social Security #	Bank Account #	Bank Phone # ()

Your Payment Plan:

Initial Lease Term (In Months) **54**
(Begin after any applicable interim usage period)

# of Months	Monthly Amount (Applicable taxes not included)
First 54	\$ 1,063
This lease is billed quarterly, your Total Quarterly Payment is three times the Monthly Amount.	

Your Acknowledgment:

This document consists of an Equipment Lease ("Lease") with PBCC; a Postage Meter Rental Agreement with Pitney Bowes; a Maintenance and Service Agreement with Pitney Bowes (which covers Equipment Maintenance, Software Maintenance, PROM replacement and Soft-Guard); a Purchase Power Agreement with PBCC; and a U.S. Postal Service Acknowledgment of Deposit. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements. Your signature also acknowledges that you have read and agree to all applicable terms and conditions and are authorized to sign the agreements on behalf of the Lessee.

Pitney Bowes supplies the Equipment that you selected. At your request PBCC acquired the Equipment from Pitney Bowes to lease it for you for business or commercial purposes. PBCC assigns all applicable Equipment warranties to you. For a complete statement of those warranties, contact Pitney Bowes at the number provided below. A one time Origination Fee may be included in your Total Quarterly Payment. The Lease and other agreements contained in this document will become binding on PBCC and Pitney Bowes only after an authorized employee accepts your offer by signing below. Thank you for choosing Pitney Bowes.

- Required Advanced Quarterly Lease Check of \$0.00 Received.
- Tax Exempt (certificate attached)

Signature *L.C. Wells* Date *1/31/01*
 Print Name *L.C. Wells* Title *President*

This lease and other agreements may be changed by the parties in writing.

Account Rep. JANET E. REYNOLDS

District Office 022

Equipment Vendor: Pitney Bowes
For Sales and Service Call
1-800-322-8000

PBCC/Pitney Bowes Acceptance:

Lease Terms Form 15356 (Rev. 3-2000)

gr *Juw* *1/31/01*
 Accepted by
 Feb 28, 2001

Contingent on your legal Dept accepting Terms & Conditions

1. **Incorporated Terms; Definitions.** The information on page one is incorporated by reference and made a part of this Lease. Certain capitalized terms in this Lease are used as defined or described on page one or below. The term "Equipment" includes applicable PROMs and software, but excludes any Meter. The words "you" and "your" mean the Lessee(s) listed on page one, individually and together. The words "we", "us", "our" and "PBCC" refer to Lessor, Pitney Bowes Credit Corporation or one of its affiliates. "Parties" means PBCC and you. The terms "Pitney Bowes" and "Vendor" mean Pitney Bowes Inc.

2. **Unconditional Payment.** You shall pay each and every Total Quarterly Payment for the entire Initial Lease Term, and for the term of any new lease of the Equipment under Section 7, at quarterly intervals unless otherwise agreed by the Parties. All such payments shall be in advance. The first Total Quarterly Payment is due on the date we begin invoicing you. All remaining Total Quarterly Payments shall be due on the same day of each billing period thereafter, whether or not we invoice you. All Total Quarterly Payments and other payments due under this Lease shall be payable only to Pitney Bowes Credit Corporation at P.O. Box 85460, Louisville, KY 40285-5460, until we direct you otherwise in writing. **THIS LEASE CANNOT BE CANCELLED OR TERMINATED FOR ANY REASON. ALL TOTAL QUARTERLY PAYMENTS AND OTHER PAYMENTS UNDER THIS LEASE ARE UNCONDITIONAL AND ABSOLUTE AND YOU SHALL PAY THEM FOR THE ENTIRE LEASE TERM REGARDLESS OF WHETHER THE EQUIPMENT IS DAMAGED, DESTROYED, DEFECTIVE, UNUSABLE OR BECOMES OBSOLETE, AND REGARDLESS OF ANY DISPUTE WITH, OR CLAIMS AGAINST, PBCC, VENDOR OR ANY OTHER PARTY. YOUR PAYMENT AND PERFORMANCE OBLIGATIONS UNDER THIS LEASE ARE NOT SUBJECT TO DEFENSE, SETOFF, COUNTERCLAIM, ABATEMENT OR REDUCTION FOR ANY REASON (COLLECTIVELY "DEFENSES").**

3. **Lease Term.** The term of this Lease is the Initial Lease Term plus any "Interim Usage Period". The Initial Lease Term begins during the first month of the calendar quarter next following the date of your first invoice under this Lease. The period between the date your Equipment is delivered and the beginning of the Initial Lease Term is the Interim Usage Period. For use of the Equipment during the Interim Usage Period, you shall pay as "Interim Rent" a prorated portion of the Total Quarterly Payment. This Lease shall terminate after you perform all of your obligations under this Lease. If this Lease is conditionally terminated before the end of the Initial Lease Term in contemplation of a new lease (e.g., for upgraded or replacement equipment) between the Parties and the new lease does not become effective, or is subsequently terminated, we may reinstate this Lease.

4. **Equipment Delivery and Location.** The Equipment shall be delivered to the Equipment Location, or, if no location is specified, your Billing Address. Unless the Parties otherwise agree, initial delivery and installation (except Support Services and moving expenses) are services provided by us without additional charge. Your acceptance of the Equipment occurs upon delivery of all of the Equipment, or any portion thereof which is a commercial unit. You shall not move the Equipment to another location without first obtaining our written consent. If consent is granted and you move the Equipment, you shall pay our then applicable relocation fee and reimburse any costs we incur (including filing fees and reasonable attorneys' fees).

5. **Equipment Ownership, Labeling and UCC Filing.** We shall at all times own the Equipment. This is a contract of lease and nothing shall create in us solely a security interest, or give you an equity or other right or interest in the Equipment other than the possessory interest described in this Lease. The U. S. Postal Service requires that the Meter always remain the property of Vendor. We may, but are not required to, label the Equipment as our property and subject to lease. You authorize us to sign and file a Uniform Commercial Code financing statement on your behalf, and do all other acts to protect our interests in the Equipment and Lease. Our filing of a UCC financing statement is precautionary and shall not be construed as evidence that we intend a security interest be created.

6. **Assignment.** YOU SHALL NOT ASSIGN, PLEDGE OR TRANSFER ANY INTEREST IN THIS LEASE OR SUBLET OR PERMIT ANY PERSON TO USE THE EQUIPMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT OUR PRIOR WRITTEN CONSENT. If we permit an Assignment, you shall pay our then applicable Assignment fee and reimburse any costs we incur (including filing fees and reasonable attorneys' fees). We may Assign this Lease or grant a security interest in this Lease or the Equipment, in whole or in part without notice to you, and in such event, you agree, upon notice and when requested by us, to pay directly to any assignee all

none of our obligations under this Lease. You shall not assert against any assignee of ours any Defenses you may have against us or any other person. This Lease inures to the benefit of and is binding upon your and our permitted successors and assigns. You acknowledge that any Assignment or granting of a security interest by us will neither materially change your duties under this Lease, nor increase your burdens or risks under this Lease.

7. **End Of Lease Options.** At the expiration of the Initial Lease Term, you shall: (a) enter into a new lease on terms mutually acceptable to the Parties; (b) return the Equipment as provided under Section 20; or (c) if you are not in default and you gave us at least 30 days prior written notice, purchase the Equipment at its then fair market value (which we shall determine in our reasonable judgment). Any sale by us shall be "AS IS", "WHERE IS", "with all faults" and with no express or implied warranties. For purchased Equipment requiring Vendor's software, Vendor may permit you to continue to license Vendor's software provided you comply with any applicable software licenses and do not move the Equipment to another location without Vendor's written consent, or reverse-engineer, decompile or copy such software, or authorize a third party to do so. If you have not elected one of the above options, you shall be deemed to have entered into a new month-to-month lease for the Equipment on terms and conditions identical to this Lease except that: (a) either party may terminate the new lease on 30 days prior written notice, provided you return the Equipment as required in Section 20, and (b) we may, in our sole discretion and on 45 days written notice to you, alter the Total Quarterly Payment or amend any other term.

8. **Taxes.** You shall pay, and indemnify us for, all charges and taxes which are based on, measured by, imposed on, resultant from or levied upon this Lease, the billing or receiving of Lease Payments, the sale, purchase, personal property ownership, leasing, value, possession, or use of the Equipment or Meter, including, without limitation, sales, excise, use, property, ad valorem, stamp, recording, gross receipts or franchise taxes, but excluding taxes on or measured by our net income. You shall pay our then applicable fee to cover our expenses associated with the administration, billing and tracking of such charges and taxes. Your obligations under this Section shall commence upon lease execution and survive termination or cancellation of this Lease.

9. **Indemnity.** You shall indemnify and hold us harmless from any costs, expenses, damages, fines, settlements, claims or liability arising out of or relating to this Lease or the Equipment, including reasonable attorneys' fees, but excluding those adjudged to have arisen solely from our gross negligence or willful misconduct. Your obligations under this Section shall commence upon Lease execution and survive termination or cancellation of this Lease.

10. **Equipment Warranty Information.** WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE EQUIPMENT, ITS DURABILITY, ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE LEASE THE EQUIPMENT TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS." WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

11. **Parties' Relationship.** The Equipment was selected by you and supplied by Vendor, not PBCC. PBCC IS NOT AN AGENT OF VENDOR, AND NEITHER VENDOR NOR ANY OF ITS REPRESENTATIVES ARE PBCC'S AGENTS. You acknowledge that of the options you have to obtain the Equipment, you chose to lease. At your request, PBCC shall purchase the Equipment from Vendor and lease it to you. The Parties intend and agree that this Lease shall be considered a "finance lease" governed by Uniform Commercial Code Article 2A. If you have any claims concerning the Equipment or your relationship with Vendor, you must make them against Vendor. We hereby assign to you any warranty rights we have against Vendor.

12. **Late Payments/Returned Items.** If any Total Quarterly Payment or other payment under this Lease is not paid in full on or before its due date, you shall pay to us our then applicable administrative fee assessed on delinquent accounts. You shall pay interest on any delinquent Total Quarterly Payment and other payments delinquent under this Lease (including unpaid accelerated Total Quarterly Payments, or residual value payments, but excluding Purchase PowerSM advances which incur interest as provided in the Purchase PowerSM Agreement below) from its due date until paid in full at the lesser of 18% per year or the maximum rate allowed by law. For each dishonored or returned payment item, check or draft, you shall pay to us our then applicable returned item fee.

13. **Default.** You shall be in default under this Lease if: (a) you do not pay any Total Quarterly Payment or other payment under this Lease when due; (b) you become insolvent, are liquidated, dissolve, merge, transfer substantially all of your stock or assets, stop doing business, have a material adverse change to your financial condition, or assign your rights or property for the benefit of creditors; (c) a petition is filed by or against you under any bankruptcy or insolvency law; (d) you are in default under any other present or future agreement between you and us (including your Purchase PowerSM account) (collectively "Agreements"), or you and any affiliate of ours (including Pitney Bowes or The Pitney Bowes Bank); (e) without our prior written consent, you Assign, move, sell, grant a security interest in, part with possession of, or permit a lien to exist on any of the Equipment; or (f) you are in default under any present or future agreement for a credit facility, credit card, credit line, product or service we may extend to you or that is sponsored by us or by any financial institution on our behalf (including any PitneyWorks product or service). You shall also be in default under this Lease if you fail to perform or observe, or breach any other covenant, condition, representation or agreement in this Lease, and do not cure the default within ten days after we send you written notice of default.

14. **Remedies.** Upon default, we may do any or all of the following, in our sole discretion: (a) cancel this Lease (and any purchase option, Lease extension or other rights you may have under this Lease), and any Agreements; (b) accelerate and require immediate payment, as liquidated damages, of all Total Quarterly Payments, Purchase PowerSM advances, and other sums due under this Lease or due under any Agreements, whether accrued or due in the future; (c) require return of the Equipment and Meter as provided in Section 20; (d) require immediate payment, as compensation for your failure to return the Equipment and not as a penalty, of an amount equal to the residual value of the Equipment at the end of the Initial Lease Term, as determined by us in our reasonable discretion, and/or (e) pursue any other remedy we may have at law or in equity. If you do not return the Equipment and Meter, we or our agent may repossess it without a court order. We are not required to re-lease or sell the Equipment after we repossess it. You shall pay all our costs in enforcing our rights against you, including reasonable attorneys' fees, and any expenses we incur to take possession, hold, repair and dispose of the Equipment. We reserve all of our rights against you even if we do not enforce them at the time you default. All of our contractual, legal, equitable or other remedies available under this Lease are cumulative. Our remedies are not conditioned upon your default continuing. If required, any accelerated Total Quarterly Payments and the residual value will be discounted to present value at the rate then applicable to nearest term U. S. Treasury obligations.

15. **Equipment Use.** You shall use the Equipment only: (a) for business or commercial purposes, and (b) in the manner specified in the manuals and instructions covering the Equipment. You shall comply with all laws and regulations relating to the Equipment. You shall not alter the Equipment without first obtaining our written consent, and you shall not attach the Equipment to any real estate. You shall keep the Equipment free and clear of all liens and encumbrances. Because the Equipment may contain Vendor's proprietary technology, you shall not make it available to any third party, or reverse-engineer, disassemble, decompile or copy any hardware or software associated with the Equipment, or authorize any third-party to do so. You shall also comply with the terms of any applicable software licenses from Vendor.

16. **Equipment Maintenance and Repairs.** You shall, at your expense, keep the Equipment in good repair, condition and working order, except for ordinary wear and tear. All replacement parts and repairs shall become our property and shall not be subject to any liens or encumbrances other than our own. You shall permit us to inspect the Equipment and any maintenance records relating to the Equipment during normal business hours.

17. **Loss or Damage.** You are responsible for Equipment loss, damage or destruction from any cause, whether or not insured, from the time the Equipment is shipped by Vendor to you until it is returned to us. You shall, at your expense, provide and maintain protection against loss, damage or destruction to the Equipment, for its full replacement value, naming us as loss payee. Such protection and coverage (and written evidence thereof delivered to us at our request) must be satisfactory to us, and may be provided under your own insurance policy. If you fail to provide such evidence, we will have the right, but no obligation, to include the Equipment under our own risk management program for the loss, damage or destruction to the Equipment for its full replacement value, and to charge our then applicable periodic fee. That fee will be reflected on our invoice to you and will be in addition to your Total Quarterly Payments. If we have included the Equipment under our program as described above and you have paid the applicable fee, and any loss, damage or destruction to the Equipment occurs that does not result from your gross negligence or willful misconduct, we shall, at our option (provided you are not in default under this

replace the Equipment and your Lease obligations will remain unchanged. The arrangements contemplated by this Section do not constitute insurance. Title to the Equipment, whether repaired or replaced, will at all times remain with us. No loss of, or damage to, the Equipment shall relieve you of any of your obligations under this Lease.

18. **Computation of Total Quarterly Payment.** You acknowledge that the amount of each Total Quarterly Payment is based on the cost to us of purchasing equipment, inclusive of all related expenses, less any discount/allowance paid or payable by Pitney Bowes, plus our customary Origination Fee (see, Section 23 below). Included among the related expenses are any unpaid balances due and/or to become due from a previous lease and/or leases (including Equipment return fees and any other unpaid fees).

19. **Lease Invoices.** Your Total Quarterly Payment is three times the amount shown on page one as your Monthly Payment. The amounts we use to compute your Total Quarterly Payment, and taxes paid by us upon Equipment purchase, are capitalized and paid by you over the Initial Lease Term. If you so requested, your Meter rental, Equipment Maintenance, Software Maintenance and/or Soft-Guard[®] payments commence simultaneously with the Initial Lease Term and such payments are included in your Total Quarterly Payment as an accommodation to you and Vendor; other fees, charges and taxes provided for in this Lease are not included in your Payment and will be separately itemized on your invoice. We may increase your Total Quarterly Payment if taxes (as set forth in section 8), or your meter rental, increases. Our fees will be made available upon request; they may be changed by us in our sole discretion from time to time without notice.

20. **Return of Equipment.** After completion of your payment and performance obligations under this Lease and expiration of the Lease, or upon our conditional cancellation (e.g. for equipment upgrades or replacement) or cancellation of the Lease, you shall, at our option, either make the Equipment immediately available to us, or return the Equipment to us as soon as possible at the location we designate, in its original condition, reasonable wear and tear excepted. Unless we otherwise direct, the Equipment must be properly crated, insured and shipped, freight prepaid. You shall pay us our then applicable Equipment return fee. If a new lease is being entered into, the fee, unless paid in advance, will be capitalized and paid over the initial lease term of the new lease.

21. **Support Services.** If you agreed to pay us or Vendor the expenses for miscellaneous items such as Equipment installation, training, consulting services for software installation, systems integration and data conversion, and other similar support services ("Support Services") and you have not agreed to pay for them separately, those expenses are capitalized and, at your request, included in your Total Quarterly Payment. If, however, this Lease is cancelled and you are released from the responsibility to perform your obligations under it, your obligation to pay us or Vendor for Support Services shall survive and you shall pay for them even if you are relieved of your obligation to pay your Total Quarterly Payment or other payments under this Lease; such payment to be made immediately without further notice from us.

22. **Credit and Filing Fees/Additional Goods and Services.** To the extent permitted by law, you shall pay our then applicable fees for: (a) our credit approval process related to this Lease and (b) any governmental or other filings related to this Lease, including Uniform Commercial Code financing statements. You shall pay the then applicable prices or fees for any additional goods, equipment, supplies or services you order from us or Vendor not specifically provided for in this Lease or other Agreements.

23. **Origination Fee.** Unless paid by you separately, a one-time fee to cover the origination, documentation, processing and certain other initial costs associated with this Lease is included as a capitalized amount in computing your Total Quarterly Payment.

24. **Customer Purchase Order.** If a purchase order is issued by you, none of its terms and conditions shall modify or supercede the terms and conditions of this Lease. Our failure to object to terms contained in any communication from you will not be a waiver of the terms set forth in this Lease.

25. **Initial Total Quarterly Payment.** At our discretion, you shall pay your first Total Quarterly Payment upon your execution of this Lease. This payment shall be deemed to have been earned by us when we receive it and shall be applied immediately to your obligation to make your first Total Quarterly Payment under this Lease. This payment shall not be refundable to you under any circumstances, including the termination of this Lease for any reason during the Initial Lease Term.

26. **Customer Waivers.** To the extent you are permitted by law, you waive all rights and remedies under Article 2A (Sections 508-522) of the Uniform Commercial Code, including, but not limited to, your right to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from us for any breach of warranty or for any other reason; (d)

performance. To the extent permitted by law, you also waive any rights you now or later may have under any statute or otherwise which require us to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the residual value of the Equipment, or which may otherwise limit or modify any of our rights or remedies. ANY ACTION RELATED TO THIS LEASE WHICH YOU FILE AGAINST US, INCLUDING BREACH OF WARRANTY OR OTHERWISE, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM.

27. **Miscellaneous.** If more than one Lessee is named in this Lease, liability will be joint and several. The use of the singular or the plural herein is not exclusive and the tenses may be used interchangeably as the context requires. You represent that you may lawfully enter into, and perform, this Lease, and that the individuals signing this Lease on your behalf have all necessary authority. This Lease constitutes the entire agreement between the Parties as to the subjects addressed in this Lease, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. THIS LEASE CANNOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT BY OUR WRITTEN CONSENT. Our acceptance of any payment or check offered by you as a settlement, or an accord and satisfaction, shall not constitute a waiver of our rights, or an accord and satisfaction, unless accompanied by a separate agreement executed by both Parties. No salesperson or agent of Vendor is authorized to change any term of this Lease. You authorize us to insert or correct missing or incorrect information in this Lease, including errant or incomplete Equipment configurations or descriptions, and your official name, even if it results in an increase in your Total Quarterly Payment. We will send you copies of any insertions or corrections. If we insert or correct information in this Lease and it increases your Total Quarterly Payment by more than 10%, you may terminate this Lease within 30 days of receiving our initial invoice with such increased Total Quarterly Payment.

28. **Notice.** THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, OR AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT), OR BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS THE FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, D.C. 20580.

POSTAGE METER RENTAL AGREEMENT

1. **Incorporated Terms; Definitions.** All of the information on page one of this document, including any provided by you, is incorporated by reference and made a part of this Postage Meter Rental Agreement ("Rental Agreement"). The terms defined or described on page one and in the Lease shall have the same meanings in this Rental Agreement, except that the words "we," "us," "our" and "Pitney Bowes" shall refer to Pitney Bowes Inc.; "Meter" shall refer to any postage meter(s) included on page one, individually and together; "Meter License" means a U. S. Postal Service License to Use Postage Meters duly issued by the U. S. Postal Service; and "Parties" refers to Pitney Bowes and you.

2. **Title to and Use of Your Postage Meter.** We will keep title to the Meter (because the U. S. Postal Service requires this). You may retain possession of the Meter only so long as you have a valid Meter License and you comply with all U. S. Postal Service regulations. You may use the Meter only for imprinting and recording postage. Tampering with or misusing the Meter is punishable under Federal law, and we may terminate this Rental Agreement by notifying you in writing if you do so. If the Meter is a POSTAGE BY PHONE® meter, it must be reset or presented for examination every 3 months by the licensing U. S. Post Office, unless it is set at least every 3 months, in which case it must be presented for examination by the licensing U. S. Post Office only annually. After termination of this Rental Agreement, refunds of remaining postage balances, if any, will be made by the U.S. Postal Service upon verification that the Meter has been returned in good condition and in accordance with this Rental Agreement and U.S. Postal Service regulations.

3. **Maintenance and Inspection.** We will maintain the Meter in good working order. We will provide service or replacement only during our normal business hours. U. S. Postal Service regulations require us to inspect the Meter and to imprint .00 test meter stamps, and require you to make the Meter and your postage purchase records and/or receipts immediately available for examination

of the Meter during your normal business hours. You will notify us promptly if the Meter is to be moved from the Equipment Location. You must take proper care of the Meter by ensuring that it is run only at its normal rate of speed, employing no unauthorized attachments, printing plates or other devices, using only supplies meeting our specifications and protecting it against physical damage or mistreatment. Failure to take proper care of the Meter may result in your being invoiced for repair or replacement costs. If repair or replacement is needed, you must notify our local district office promptly.

4. **Rental Charge; Term.** If you so requested on page one, the rental charge for your use and possession of the Meter shall be included in your Total Quarterly Payment. Otherwise, we will separately invoice you. If your payment is not made in full on or before its due date, you will pay us a late payment administrative fee on the delinquent payments in the amount of 1.5% per month (or the maximum rate allowed by law) until paid in full. For each dishonored or returned payment, you will pay us our applicable returned item fee. The term of this Rental Agreement shall be the same as the Initial Lease Term; provided, however, that this Rental Agreement may be cancelled by either of the Parties upon 30 days prior written notice so long as the Meter is returned to us in the same condition it was when we delivered it to you, reasonable wear and tear excepted. We may, in our sole discretion, at any time 12 months after the commencement of the Initial Lease Term, and upon 30 days written notice to you, alter the rental charge for your use and possession of the Meter, which may result in an increase in your Total Quarterly Payment. Any such increase will be reflected in your invoice.

5. **Remedies.** If you breach this Rental Agreement or any other agreement with us or with PBCC, or if there is any risk that one of your creditors will try to levy upon or attach the Meter, or if the U. S. Postal Service revokes your Meter License, we may immediately terminate this Rental Agreement and retake the Meter. We may also recover all expenses incurred in enforcing our rights under this Rental Agreement, including costs, reasonable attorneys' fees and interest to the maximum extent permitted by law. We do not give up any legal or equitable remedies we otherwise would have by exercising our rights under this Rental Agreement. To the extent permitted by law, you agree that upon repossession or return of the Meter to us or the U. S. Postal Service, we shall be entitled to offset any amount of postage remaining on the Meter, prior to any refund to you, against any amount due us or PBCC, whether under this Rental Agreement or any other agreement with you.

6. **Advance Postage Deposits, Reset and Refund Arrangements.** The U.S. Postal Service is the depository of any advance postage payment made on your behalf for the purpose of resetting the Meter. To reset the Meter with the POSTAGE BY PHONE® resetting services, you must make a telephone call to the POSTAGE BY PHONE® resetting data center. Before your reset transaction can be completed, you must have at least the amount of the reset increment in an account ("Account") with the U. S. Postal Service. We may, in our discretion, temporarily advance funds to you to cover resets made from that Account. If we do, you agree to repay the advance and to pay a service fee to cover our costs. (If you have the Purchase PowerSM program, PBCC may also advance such funds, subject to repayment by you, all under the terms and conditions of your Purchase PowerSM account.) If you desire to transfer funds to the Account by wire transfer, we will charge you a fee to cover our costs in effecting the wire transfer. If you reset your Meter with the POSTAGE BY PHONE® resetting services, you authorize us to cause an amount equal to the reset increments to be withdrawn from the Account. There will be a reset charge for each completed telephone reset transaction. More than one reset may be made on the Meter during the same call at no additional charge. Charges will be billed quarterly in arrears. We may increase charges and fees at any time without advance notice. If your meter rental with the POSTAGE BY PHONE® resetting services is discontinued, a refund of any of your unused funds in the Account may be requested by writing to us. We will take the appropriate steps to promptly process your request with the U. S. Postal Service.

7. **United States Postal Service Acknowledgment of Deposit.** By signing above and agreeing to the terms and conditions of this Rental Agreement, you represent that you have read the following U. S. Postal Service Acknowledgment of Deposit and are familiar with its terms. You also agree to be bound by all the terms and conditions of the U. S. Postal Service Acknowledgment of Deposit, as it may from time to time be modified, as if you actually signed the U. S. Postal Service Acknowledgment of Deposit.

U. S. POSTAL SERVICE ACKNOWLEDGEMENT OF DEPOSIT

1. The meter licensee ("Customer") electing to lease and use computerized meter resetting system ("CMRS") meter equipment hereby acknowledges that it must transfer funds to the United States Postal Service ("USPS"), through a lockbox bank ("Lockbox Bank") for the purpose of

2. On or after the effective date of the Customer's participation in the CMRS service contained in the Postage Meter Rental Agreement ("CMRS Agreement") between the Customer and the Meter Company authorized by the Postal Service to lease CMRS-equipped meters, the Customer may, from time to time, make Deposits in the lockbox bank account identified as follows: "United States Postal Service CMRS-PB." The USPS may, at its discretion, designate itself or a successor as recipient of Deposits by the Customer.

3. Any Deposit made by the Customer shall be credited by the USPS only for the payment of postage through CMRS-equipped meters. Such Deposits will be held within the Postal Service Fund at the U.S. Treasury and may be commingled with Deposits of other Customers. The Customer shall not receive or be entitled to any interest or other income earned on such Deposits.

4. The USPS will provide a refund to the Customer for remaining meter balances. The Lockbox Bank will provide a refund to the Customer for deposits otherwise held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for CMRS, published in the Domestic Mail Manual Transition Book or its successor.

5. The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide the Meter Company with whom the Customer has signed a CMRS Agreement, on each business day, information as to the amount of each Deposit made to the USPS by the Customer, so the Meter Company can update its records.

6. The Meter Company may deposit funds on behalf of the Customer. The USPS will make no advances. Any relationship concerning advances is between the Customer and the Meter Company.

7. The Customer acknowledges that the terms of this acknowledgment may be changed, modified, or revoked by the USPS, with appropriate notice.

8. USPS regulations governing the deposit of funds for CMRS are published in the Domestic Mail Manual Transition Book or its successor. The Customer acknowledges that it shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any deposit.

9. By engaging in any transaction through the Lockbox Bank, which will have the effect of selling postage through CMRS meter equipment, the Customer's activities concerning CMRS are subject to this USPS Acknowledgment of Deposit.

EQUIPMENT WARRANTY AND EQUIPMENT MAINTENANCE AND SERVICE AGREEMENT

1. **Incorporated Terms; Definitions.** All of the information on page one of this document, including any provided by you, is incorporated by reference and made a part of this Maintenance and Service Agreement ("Service Agreement"). The terms defined or described on page one and in the Rental Agreement shall have the same meanings in this Service Agreement.

2. **Warranties.** Pitney Bowes warrants the Equipment, PROMS and Software leased by PBCC above (excluding consumable parts and supplies) to be free from defect in material, workmanship or programming for 90 days following delivery. If during this time the Equipment, PROMS or Software fails to perform according to manufacturers specifications (not resulting from accident or misuse), Pitney Bowes will repair, or at their option, replace any such defective item, at their own expense. PROMS and Software are programmed with rates and computation methods which may be specific to a carrier or regulated by a government agency. If such rates or methods are changed by the carrier or the agency within these 90 days, Pitney Bowes will update or replace affected PROM's or Software to reflect current rates and methods. Pitney Bowes will assume the obligations stated herein, only if you operate the Equipment, PROM's and Software in accordance with their published operating instructions, and only for the ordinary purpose for which it was designed. **THIS IS THE ONLY WARRANTY APPLICABLE TO THE LEASE, THE EQUIPMENT, PROM'S AND SOFTWARE, AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. REPAIR OR REPLACEMENT OF THE EQUIPMENT BY PITNEY BOWES IS YOUR SOLE REMEDY FOR BREACH OF WARRANTY. NO RESPONSIBILITY IS ASSUMED BY PITNEY BOWES FOR ANY DAMAGES INCURRED BY REASON OF THE FAILURE OF THE EQUIPMENT, PROM'S OR SOFTWARE TO OPERATE AS INTENDED, INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**

that Equipment Maintenance be included in your Total Quarterly Payment, Pitney Bowes agrees to provide you, at no additional cost, with maintenance and emergency repair service on the Equipment as required due to normal wear and tear. Depending on the nature of the Equipment, we may, in our sole discretion, service your Equipment by replacing it with new (or equivalent to new) Equipment of like quality. Maintenance or repairs made necessary due to negligence, misuse, external force, loss of electrical power, power fluctuation, non-Pitney Bowes service or the use of supplies not meeting our specifications are not covered. You are also responsible for routine and preventative maintenance such as cleaning. You may call for maintenance or emergency repair service during Pitney Bowes' normal business hours at the telephone number provided on page one. There will be no hourly charges unless Pitney Bowes performs service outside those hours. Lubricants and other materials needed to service the Equipment (except consumable supplies and rate program software for electronic scales) will be provided without additional charge.

4. **PROM or Disk Replacement.** If (a) you did not request that Soft-Guard® or Software Maintenance be included in your Total Quarterly Payment, or did so request but have exceeded the number of PROM replacements provided under any such applicable program, and (b) you did not decline automatic PROM replacement by so indicating on page one, then your signature above is your request that Pitney Bowes supply you automatically, and without further request, with replacement PROMs or disks embodying software or rate changes ("PROMs"). You agree to pay the then current list price for each PROM supplied. There will be no charge for PROMs supplied within 90 days after the Equipment is first installed. Pitney Bowes does not undertake to provide PROMs whenever there is a change in a carrier's service coverage. Pitney Bowes Inc. warrants to you, as original purchaser, that all PROMs will be free from defects in material or workmanship when used under normal operating conditions for a period of 90 days from the date the Equipment is first installed. Your remedy for any breach of that warranty is limited to replacing any PROMs which examination shall disclose to Pitney Bowes' reasonable satisfaction are defective in material or workmanship and that such condition has not been caused by accident or misuse. The failure of rates embodied in PROMs to conform to published rates as a result of carrier rate changes does not constitute a defect.

5. **Soft-Guard.** If you requested that Soft-Guard® be included in your Total Quarterly Payment, Pitney Bowes will provide you, at no additional cost, with up to six PROM replacements each year (a 12-month period commencing on the first day of the Initial Lease Term) if the replacement results from postal or carrier rate increases or decreases, changes in service provided by carriers (e.g., required new report formats, or geographical expansions), or Zip Code or zone changes. If any PROM replacement results from custom rate changes, new classes of service offered by carriers, or new PROMs needed to establish a new home Zip Code because of a change in equipment location, it will not be covered by Soft-Guard®, and you agree to pay the then current list price for each such PROM replacement.

6. **Software Maintenance.** If you requested that Software Maintenance be included in your Total Quarterly Payment, Pitney Bowes will provide you, at no additional cost, with updated versions, i.e., fixes and minor enhancements (excluding postal or carrier rate changes, Zip or zone changes, and changes in service provided by carriers), of any software programs included in the Equipment and licensed to you by Pitney Bowes. If you upgrade to a new release, i.e., major enhancements and/or new functionality, of any such software programs, the software maintenance provided under this paragraph may be transferred to the new release at the then current subscription fee for the new release less a credit for fees previously paid. Pitney Bowes may alter or change the services provided under this paragraph, or terminate such services, at its discretion and without prior notice to you. If Pitney Bowes terminates such services, its sole obligation to you shall be a pro rata refund of your subscription fee. The termination or breach by you of any applicable software license agreement with Pitney Bowes shall automatically result in the termination of all software maintenance services to be provided under this paragraph. All software maintenance services provided by Pitney Bowes are subject to the terms and conditions of any applicable software license agreement.

7. **Authority; Acceptance.** Your signature above is Pitney Bowes' assurance that you have the authority to enter into this Service Agreement and request that Pitney Bowes provide you with the maintenance and/or service requested on the applicable terms provided above. Pitney Bowes' acceptance is signified when our authorized invoice is issued or we accept your payment.

8. **Remedies; Waiver of Rights.** If you breach any applicable term of this or any other agreement with us or PBCC, we may immediately terminate this Service Agreement. We may also recover all expenses incurred in enforcing our rights under this Service Agreement, including reasonable attorneys' fees and interest to the maximum extent permitted by law. **IN NO EVENT SHALL WE**

EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER AND HOWEVER CAUSED, OR FOR ANY LOST PROFITS, SAVINGS, OR REVENUES OF ANY KIND, OR FOR LOST DATA OR DOWNTIME, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

PURCHASE POWERSM AGREEMENT

1. **Incorporated Terms; Definitions.** All of the information on page one of this document, is incorporated by reference and made a part of this Purchase PowerSM Agreement ("Agreement") between you and PBCC. The terms defined on page one and in the Lease shall have the same meaning in this Agreement. "Account" means your Purchase PowerSM Account. "Agreement" includes the terms and conditions stated below, as they may be amended by us from time to time.

2. **How Purchase PowerSM Works.** If you are participating in Purchase PowerSM, you or an employee or agent of yours with express, implied or apparent authority (an "Authorized User"), may order meter resets, office supplies and other products and services from Pitney Bowes, which will be charged to your Account. We may honor requests by Authorized Users, and you agree to be liable for all such products and services provided upon the request of an Authorized User, until we receive written notice from you revoking the authority of an Authorized User. Purchase PowerSM is not available to individuals for personal, family or household purposes. You promise to pay the total amount of all such meter resets, office supplies and other services which you or an Authorized User order, and applicable fees due under this Agreement. You will receive a billing statement for each billing cycle in which you have any activity on your Account. You agree to review each statement and notify us within thirty (30) days of the statement date of any errors on the statement or it will be deemed correct. Payments are due by the due date shown on your billing statement, which will generally be twenty (20) days from the statement date.

3. **Transaction Fees.** In addition to any other fees and charges provided for in this Agreement, you agree to pay a transaction fee for the Purchase PowerSM service, which currently is \$15 or 1% of the meter reset, whichever is greater. This transaction fee is in addition to the meter reset fee, if any, which you pay under the Postage by Phone[®] program. PBCC may change the fees under this Agreement from time to time, as provided below.

4. **Deferred Payment Terms.** At PBCC's option, and upon written notice to you, you may be authorized to defer payment of amounts you owe on your Account by activating a line of credit which has been arranged for you at a financial institution. The following terms apply to this deferred payment option. If you do not pay the total amount due on your Account by the due date shown on your statement, you may pay a portion of the balance, provided that you pay at least the minimum payment shown on the statement, which will be 5% of the outstanding balance with a minimum payment of \$10, or the entire balance if it is less than \$10. In the event of a partial payment, you will be made a loan for the unpaid balance (a "Loan") by The Pitney Bowes Bank or another financial institution selected by us (the "Lender"). PBCC will assign a credit line to your Account and may change your credit line at any time. The Lender may refuse to honor a Loan if the amount of a requested Loan plus your existing unpaid balance exceeds your credit line. The Lender will charge you, and you agree to pay, interest on all Loans based on the average daily balance of Loans outstanding in each billing cycle from the date the transaction is posted to your Account until the date the Loan is paid. The Account balance that is subject to a finance charge each day will include outstanding Loans, minus any payments and credits received by the Lender on your Account that day, excluding unpaid interest and fees. The Annual Percentage Rate applicable to your Account will be the rate published in *The Wall Street Journal* on the last business day of each calendar quarter as the "prime rate", plus nine percentage points (9%), provided that the Annual Percentage Rate on your Account will not exceed the rate permitted by applicable law. The Annual Percentage Rate applicable to your Account is a variable rate and may be adjusted on a quarterly basis. Any change will be applied to your Account balance as of the first day of the new billing cycle on or after the first day of each calendar quarter. Each payment that you make will be applied to reduce the outstanding balance of your Account and replenish your available credit line.

5. **Default Charges.** Unless prohibited by applicable law, if you do not pay the amounts you owe under this Agreement within five (5) days of the due date shown on your billing statement, you agree to pay a late charge of \$15. If you exceed your credit line, you agree to pay a fee of \$15. If any check you give in payment of your Account is returned unpaid, for any reason, you agree to pay a fee of \$20.

6. **Account Cancellation and Suspension.** PBCC or the Lender may at any time close or suspend your Account or temporarily refuse to allow new

cancellation or suspension will affect your obligation to pay any amounts you owe under this Agreement.

7. **Events of Default.** You will be in default of this Agreement if you fail to make a payment when due or fail to comply with any other terms of this Agreement or any other Agreement with Pitney Bowes or PBCC. If you are in default, or upon cancellation of your Account, whether such cancellation was made by you or by PBCC or the Lender, PBCC and the Lender are not obligated to provide the Purchase PowerSM service or make any new Loans, and may demand immediate payment of the entire amount you owe under this Agreement, plus interest on the amount in default at the highest rate permitted by law. You agree to pay all costs and expenses that PBCC and the Lender incur in order to collect any amounts you owe under this Agreement.

8. **Amendments to this Agreement.** PBCC or the Lender can amend this Agreement or any of its provisions at any time upon ten (10) days' written notice to you. Any amendment will become effective on the date stated in the notice and will apply to any outstanding balance on your Account. PBCC may terminate Purchase PowerSM at any time. PBCC will notify you in the event of any termination. Any outstanding obligation will survive termination of this Agreement.

9. **Miscellaneous.** Upon request, you agree to furnish PBCC and/or the Lender with current financial information about you. PBCC and the Lender may accept late payments, partial payments, or checks and money orders marked "payment in full", without losing any of their rights under this Agreement. PBCC and the Lender can choose not to exercise or to delay enforcement of any of their rights under this Agreement without losing them. PBCC or the Lender may assign your Account and this Agreement and its rights and obligations under this Agreement to a third party. You may not assign this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions will remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

PBCC Form 15356 (Rev. 3/2000)