

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2008

Commission file number: 1-3579

PITNEY BOWES INC.

Incorporated in Delaware
1 Elmcroft Road, Stamford, Connecticut 06926-0700
(203) 356-5000

I.R.S. Employer Identification No.
06-0495050

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange on Which Registered
Common Stock, \$1 par value per share	New York Stock Exchange
\$2.12 Convertible Cumulative Preference Stock (no par value)	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: 4% Convertible Cumulative Preferred Stock (\$50 par value)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (section 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer", "accelerated filer", and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

As of June 30, 2008, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was \$7,104,955,286 based on the closing sale price as reported on the New York Stock Exchange.

Number of shares of common stock, \$1 par value, outstanding as of close of business on February 23, 2009: 206,320,872 shares.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's proxy statement to be filed with the Securities and Exchange Commission (the Commission) on or before March 31, 2009 and to be delivered to stockholders in connection with the 2009 Annual Meeting of Stockholders to be held May 11, 2009, are incorporated by reference in Part III of this Form 10-K.

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PITNEY BOWES INC.
PART I

ITEM 1. – BUSINESS

General

Pitney Bowes Inc. was incorporated in the state of Delaware on April 23, 1920, as the Pitney Bowes Postage Meter Company. Today, Pitney Bowes Inc. is the largest provider of mail processing equipment and integrated mail solutions in the world. In the report, the terms “we,” “us,” “our,” or “Company” are used to refer collectively to Pitney Bowes Inc. and its subsidiaries.

We offer a full suite of equipment, supplies, software and services for end-to-end mailstream solutions which enable our customers to optimize the flow of physical and electronic mail, documents and packages across their operations.

We operate in two business groups: Mailstream Solutions and Mailstream Services. We operate both inside and outside the United States. See Note 18 to the Consolidated Financial Statements for financial information concerning revenue, earnings before interest and taxes (EBIT) and identifiable assets, by reportable segment and geographic area.

For more information about us, our products, services and solutions, visit www.pb.com. Also, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and any amendments or exhibits to those reports will be made available, free of charge through our Investor Relations section of our website at www.pb.com/investorrelations, as soon as reasonably practicable after such reports are electronically filed with, or furnished to, the Commission. The information found on our website is not part of this or any other report we file with or furnish to the Commission.

Business Segments

We conduct our business activities in seven business segments within the Mailstream Solutions and Mailstream Services business groups. The principal products and services of each of our business segments are as follows:

Mailstream Solutions:

U.S. Mailing: Includes the U.S. revenue and related expenses from the sale, rental and financing of our mail finishing, mail creation, shipping equipment and software; supplies, support and other professional services; and payment solutions.

International Mailing: Includes the non-U.S. revenue and related expenses from the sale, rental and financing of our mail finishing, mail creation, shipping equipment and software; supplies, support and other professional services; and payment solutions.

Production Mail: Includes the worldwide revenue and related expenses from the sale, financing, support and other professional services of our high-speed, production mail systems and sorting equipment.

Software: Includes the worldwide revenue and related expenses from the sale and support services of non-equipment-based mailing and customer communication and location intelligence software.

Mailstream Services:

Management Services: Includes worldwide facilities management services; secure mail services; reprographic, document management services; and litigation support and eDiscovery services.

Mail Services: Includes presort mail services and cross-border mail services.

Marketing Services: Includes direct marketing services for targeted customers; web-tools for the customization of promotional mail and marketing collateral; and other marketing consulting services.

Support Services

We maintain extensive field service organizations to provide servicing for customers' equipment, usually in the form of annual maintenance contracts.

Marketing

Our products and services are marketed through an extensive network of direct sales offices in the U.S. and through a number of our subsidiaries and independent distributors and dealers in many countries throughout the world. We also use direct marketing, outbound telemarketing and the Internet to reach our existing and potential customers. We sell to a variety of business, governmental, institutional and other organizations. We have a broad base of customers, and we are not dependent upon any one customer or type of customer for a significant part of our revenue. We do not have significant backlog or seasonality relating to our businesses.

Credit Policies

We establish credit approval limits and procedures at regional, divisional, subsidiary and corporate levels based on the credit quality of the customer and the type of product or service provided to control risk in extending credit to customers. In addition, we utilize an automatic approval program (AAP) for certain leases within our internal financing operations. The AAP program is designed to facilitate low dollar transactions by utilizing historical payment patterns and losses realized for customers with common credit characteristics. The program dictates the criteria under which we will accept a customer without performing a more detailed credit investigation. The AAP considers criteria such as maximum equipment cost, a customer's time in business and payment experience with us. We base our credit decisions primarily on a customer's financial strength.

We monitor the portfolio closely by analyzing industry sectors, delinquency trends by product line and exposures to ensure reserve levels and credit policies reflect current trends to proactively manage risk. Management has taken additional actions in 2008 such as reducing credit lines, strengthening collection resources, and revising credit policies to be more selective in managing the portfolio in this current economic cycle.

Competition

We are a leading supplier of products and services in the large majority of our business segments. Our meter base and our continued ability to place and finance meters in key markets is a significant contributor to our current and future revenue and profitability. However, all of our segments face competition from a number of companies. In particular, we face competition for new placements of mailing equipment from other postage meter and mailing machine suppliers, and our mailing products, services and software face competition from products and services offered as alternative means of message communications. Leasing companies, commercial finance companies, commercial banks and other financial institutions compete, in varying degrees, in the markets in which our finance operations do business. Our competitors range from very large, diversified financial institutions to many small, specialized firms. We offer a complete line of products and services as well as a variety of finance and payment offerings to our customers. We finance the majority of our products through our captive financing business and we are a major provider of business services to the corporate, financial services, professional services and government markets, competing against national, regional and local firms specializing in facilities and document management throughout the world.

We believe that our long experience and reputation for product quality, and our sales and support service organizations are important factors in influencing customer choices with respect to our products and services.

Research, Development and Intellectual Property

Our significant investment in research and development operations differentiates us from our competitors. We have many research and development programs that are directed toward developing new products and service offerings. As a result of our research and development efforts, we have been awarded a number of patents with respect to several of our existing and planned products. We do not believe our businesses are materially dependent on any one patent or any group of related patents or on any one license or any group of related licenses. Our expenditures for research and development were \$206 million, \$186 million and \$165 million in 2008, 2007 and 2006, respectively.

Material Supplies

We depend on third-party suppliers for a variety of services, components, supplies and a large portion of our product manufacturing. We believe we have adequate sources for our purchases of materials, components, services and supplies for products that we manufacture or assemble. However, as we continue to shift from direct manufacturing to assembly of our products, we rely to an increasing extent on third-party suppliers.

Regulatory Matters

We are subject to the U.S. Postal Service's (USPS) regulations and those of foreign postal authorities, related to product specifications and business practices involving our postage meters. From time to time, we will work with these governing bodies to help in the enhancement and growth of mail and the mail channel. See "Legal and Regulatory Matters" in Management's Discussion and Analysis of Financial Condition and Results of Operations in Item 7 of this Form 10-K.

Employees and Employee Relations

At December 31, 2008, we employed 25,327 persons in the U.S. and 9,813 persons outside the U.S. Headcount decreased in 2008 compared to 2007 primarily due to our restructuring initiatives during 2008. We believe that our current relations with employees are very good. The large majority of our employees are not represented by any labor union. Our management follows the policy of keeping employees informed of decisions, and encourages and implements employee suggestions whenever practicable.

ITEM 1A. – RISK FACTORS

In addition to other information and risk disclosures contained in this Form 10-K, the risk factors discussed in this section should be considered in evaluating our business. We work to manage and mitigate these risks proactively, including through our use of an enterprise risk management program. In our management of these risks, we also evaluate the potential for additional opportunities to mitigate these risks. Nevertheless, the following risks, some of which may be beyond our control, could materially impact our brand and reputation or results of operations or could cause future results to differ materially from our current expectations:

Postal regulations and processes

The majority of our revenue is directly or indirectly subject to regulation and oversight by the USPS and foreign postal authorities. We also depend on a healthy postal sector in the geographic markets where we do business, which could be influenced positively or negatively by legislative or regulatory changes in the United States, another country or in the European Union. Our profitability and revenue in a particular country could be affected by adverse changes in postal regulations, the business processes and practices of individual posts, the decision of a post to enter into particular markets in direct competition with us, and the impact of any of these changes on postal competitors that do not use our products or services. These changes could affect product specifications, service offerings, customer behavior and the overall mailing industry.

Accelerated decline in use of physical mail

Changes in our customers' communication behavior, including changes in communications technologies, could adversely impact our revenue and profitability. Accelerated decline in physical mail could also result from government actions such as executive orders, legislation or regulations that either mandate electronic substitution, prohibit certain types of mailings, increase the difficulty of using information or materials in the mail, or impose higher taxes or fees on mailing or postal services. While we have introduced various product and service offerings as alternatives to physical mail, we face competition from existing and emerging products and services that offer alternative means of communication, such as email and electronic document transmission technologies. An accelerated increase in the acceptance of electronic delivery technologies or other displacement of physical mail could adversely affect our business.

Reduced confidence in the mail system

Unexpected events such as the transmission of biological or chemical agents, or acts of terrorism could have a negative effect on customer confidence in a postal system and as a result adversely impact mail volume. An unexpected and significant interruption in the use of the mail could have an adverse effect on our business.

Dependence on third-party suppliers

We depend on third-party suppliers for a variety of services, components, supplies and a portion of our product manufacturing. In certain instances, we rely on single sourced or limited sourced suppliers around the world because the relationship is advantageous due to quality or price or there are no alternative sources. If production or service was interrupted and we were not able to find alternate suppliers, we could experience disruptions in manufacturing and operations including product shortages, an increase in freight costs, and re-engineering costs. This could result in our inability to meet customer demand, damage our reputation and customer relationships and adversely affect our business.

Access to additional liquidity and current market volatility

We provide financing services to our customers for equipment, postage, and supplies. Our ability to provide these services is largely dependent upon our continued access to the U.S. capital markets. An additional source of liquidity for the company consists of deposits held in our wholly-owned industrial loan corporation, Pitney Bowes Bank ("Bank"). A significant credit ratings downgrade, material capital market disruptions, significant withdrawals by depositors at the Bank, or adverse changes to our industrial loan charter could impact our ability to maintain adequate liquidity, and impact our ability to provide competitive offerings to our customers.

The capital and credit markets have been experiencing extreme volatility and disruption for more than 12 months. In recent months, the volatility and disruption have reached unprecedented levels. In some cases, the markets have exerted downward pressure on stock prices and credit capacity for certain issuers. A sizeable portion of Pitney Bowes' total borrowings has been issued in the commercial paper markets and, although Pitney Bowes has continued to have unencumbered access to the commercial paper markets, there can be no assurance that such markets will continue to be a reliable source of short-term financing for us. Under further deteriorating market conditions, there may be no assurance that other funding sources would be available or sufficient.

Privacy laws and other related regulations

Several of our services and financing businesses use, process and store customer information that could include confidential, personal or financial information. We also provide third party benefits administrators with access to our employees' personal information. Privacy laws and similar regulations in many jurisdictions where we do business, as well as contractual provisions, require that we and our benefits administrators take significant steps to safeguard this information. Failure to comply with any of these laws, regulations or contract provisions could adversely affect our reputation and business and subject us to significant liability.

Dependence on information systems

Our portfolio of product, service and financing solutions increases our dependence on information technologies. We maintain a secure system to collect revenue for certain postal services, which is critical to enable both our systems and the postal systems to run reliably. The continuous and uninterrupted performance of our systems is critical to our ability to support and service our customers and to support postal services. Although we maintain back-up systems, these systems could be damaged by acts of nature, power loss, telecommunications failures, computer viruses, vandalism and other unexpected events. If our systems were disrupted, we could be prevented from fulfilling orders and servicing customers and postal services, which could have an adverse effect on our reputation and business.

Intellectual property infringement

We rely on copyright, trade secret, patent and other intellectual property laws in the United States and similar laws in other countries to establish and protect proprietary rights that are important to our business. If we fail to enforce our intellectual property rights, our business may suffer. We, or our suppliers, may be subject to third-party claims of infringement on intellectual property rights. These claims, if successful, may require us to redesign affected products, enter into costly settlement or license agreements, pay damage awards, or face a temporary or permanent injunction prohibiting us from marketing or selling certain of our products .

Litigation and regulation

Our results may be affected by the outcome of legal proceedings and other contingencies that cannot be predicted with certainty. As a large multi-national corporation that does business globally, subsequent developments in legal proceedings, including private civil litigations or proceedings brought by governmental entities, or changes in laws or regulations or their interpretation or administration, including developments in antitrust law or regulation, employment law or regulation, tax law and regulation, class actions, or intellectual property litigations, could result in an adverse effect on our results of operations. For a description of current legal proceedings and regulatory matters, see "Legal Proceedings" in Item 3 and "Legal and Regulatory Matters" in Management's Discussion and Analysis of Financial Condition and Results of Operations in Item 7 of this Form 10-K.

Government contracts

Many of our contracts are with governmental entities. Government contracts are subject to extensive and complex government procurement laws and regulations, along with regular audits of contract pricing and our business practices by government agencies. If we are found to have violated some provisions of the government contracts, we could be required to provide a refund, pay significant damages, or be subject to contract cancellation, civil or criminal penalties, fines, or debarment from doing business with the government. Any of these events could not only affect us financially but also adversely affect our brand and reputation.

ITEM 1B. – UNRESOLVED STAFF COMMENTS

None.

ITEM 2. – PROPERTIES

Our world headquarters and certain other facilities are located in Stamford, Connecticut. We have over 500 facilities that are either leased or owned throughout the U.S. and other countries. Our Mailstream Solutions and Mailstream Services businesses utilize these facilities jointly and separately. We continue to have limited manufacturing and assembly of products in our Danbury, Connecticut and Harlow, United Kingdom locations. We also have two principal research and development facilities in our Shelton, Connecticut and Noida, India locations. We believe that our manufacturing, administrative and sales office properties are adequate for the needs of all of our operations.

ITEM 3. – LEGAL PROCEEDINGS

In the ordinary course of business, we are routinely defendants in or party to a number of pending and threatened legal actions. These may involve litigation by or against us relating to, among other things:

- contractual rights under vendor, insurance or other contracts
- intellectual property or patent rights
- equipment, service, payment, contractual or other disputes with customers
- disputes with employees

These litigations are on occasion brought on behalf of purported classes of customers, employees or others.

Our wholly-owned subsidiary, Imagitas, Inc., is a defendant in ten purported class actions filed in six different states. These lawsuits have been coordinated in the United States District Court for the Middle District of Florida, In re: Imagitas, Driver's Privacy Protection Act Litigation (Coordinated, May 28, 2007). Each of these lawsuits alleges that the Imagitas DriverSource program violates the federal Drivers Privacy Protection Act (DPPA). Under the DriverSource program, Imagitas enters into contracts with state governments to mail out automobile registration renewal materials along with third party advertisements, without revealing the personal information of any state resident to any advertiser. The DriverSource program assists the state in performing its governmental function of delivering these mailings and funding the costs of them. The plaintiffs in these actions are seeking both statutory damages under the DPPA and an injunction against the continuation of the program. On April 9, 2008, the District Court granted Imagitas' motion for summary judgment in one of the coordinated cases, Rine, et al. v. Imagitas, Inc. (United States District Court, Middle District of Florida, filed August 1, 2006). On July 30, 2008, the District Court issued a final judgment in the Rine lawsuit and stayed all of the other cases filed against Imagitas pending an appellate decision in Rine. On August 27, 2008, the Rine plaintiffs filed an appeal of the District Court's decision in the United States Court of Appeals, Eleventh Judicial Circuit. The appellate process in this case is proceeding.

We expect to prevail in the lawsuits against Imagitas; however, as litigation is inherently unpredictable, there can be no assurance in this regard. If the plaintiffs do prevail, the results may have a material effect on our financial position, future results of operations or cash flows, including, for example, our ability to offer certain types of goods or services in the future.

ITEM 4. – SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

We did not submit any matters to a vote of our stockholders during the three months ended December 31, 2008.

PART II

ITEM 5. – MARKET FOR THE COMPANY'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Pitney Bowes common stock is traded under the symbol "PBI". The principal market is the New York Stock Exchange (NYSE). Our stock is also traded on the Boston, Chicago, Philadelphia, Pacific and Cincinnati stock exchanges. At January 31, 2009, we had 23,337 common stockholders of record.

On February 3, 2009, our Board of Directors authorized a one-cent increase of our quarterly common stock dividend to \$0.36 per share, marking the 27th consecutive year that we have increased the dividend on our common stock. This represents a 3 percent increase and applies to the dividend with a record date of February 20, 2009.

See Equity Compensation Plan Information Table in Item 12 of this Form 10-K for information regarding securities for issuance under our equity compensation plans.

Stock Information

Dividends per common share:

Quarter	2008		2007	
First	\$	0.35	\$	0.33
Second		0.35		0.33
Third		0.35		0.33
Fourth		0.35		0.33
Total	\$	1.40	\$	1.32

Quarterly price ranges of common stock as reported on the NYSE:

Quarter	2008		2007	
	High	Low	High	Low
First	\$ 38.35	\$ 32.64	\$ 48.95	\$ 44.61
Second	\$ 39.39	\$ 33.56	\$ 49.70	\$ 45.22
Third	\$ 39.98	\$ 31.20	\$ 48.91	\$ 43.04
Fourth	\$ 33.44	\$ 20.83	\$ 47.07	\$ 36.40

Share Repurchases

We repurchase shares of our common stock under a systematic program to manage the dilution created by shares issued under employee stock plans and for other purposes. This program authorizes repurchases in the open market. We have not repurchased or acquired any other shares of our common stock during 2008 in any other manner.

In March 2006, our Board of Directors authorized \$300 million for repurchases of outstanding shares of our common stock in the open market of which \$141.2 million remained for future purchases at December 31, 2006. We repurchased 3.0 million shares during the first five months of 2007 under this program for a total price of \$141.2 million. There are no further funds available under this authorization for the repurchase of outstanding shares.

In March 2007, our Board of Directors authorized \$300 million for repurchases of outstanding shares of our common stock in the open market. In November 2007, our Board of Directors increased this share repurchase authorization by \$365.4 million. We repurchased 6.1 million shares at a total price of \$258.8 million during 2007 under this program. During the first nine months of 2008, we repurchased 9.2 million shares at a total price of \$333.2 million. No shares were purchased during the fourth quarter of 2008, leaving \$73.4 million available for future repurchases under this program at December 31, 2008.

For the combined 2006 and 2007 programs, we repurchased a total of 9.1 million shares for a total price of \$400.0 million during 2007.

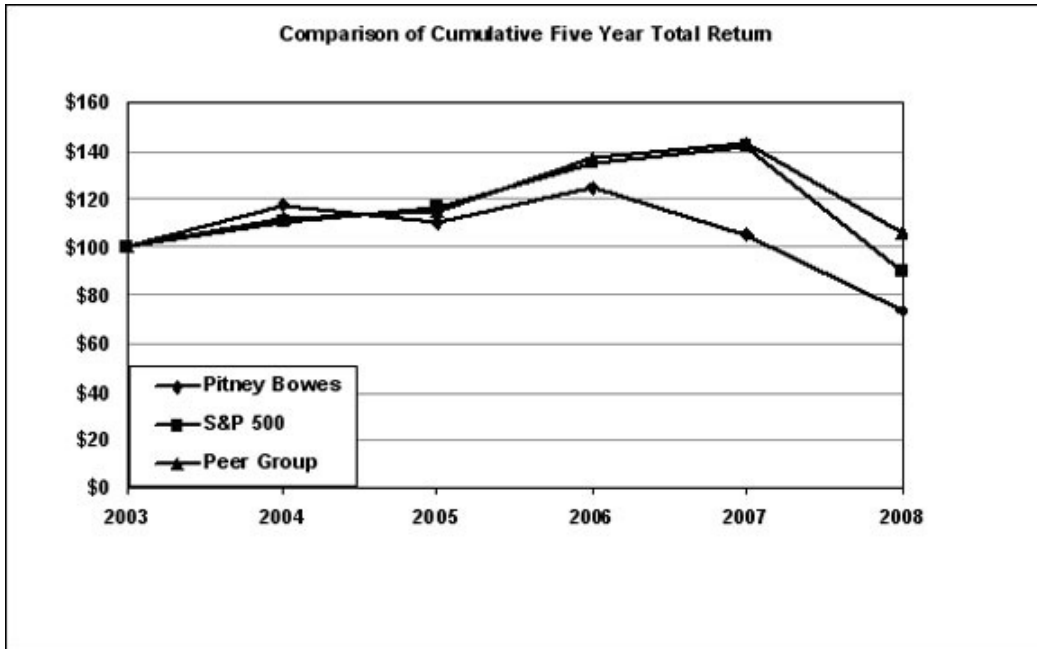
Stock Performance Graph

The accompanying graph compares the most recent five-year performance of Pitney Bowes common stock with the Standard and Poor's ("S&P") 500 Composite Index, and Peer Group Index.

The Peer Group Index is comprised of the following companies: Automatic Data Processing, Inc. (ADP), Diebold, Inc., R.R. Donnelley & Sons Co., DST Systems, Inc., Fedex Corporation, Hewlett-Packard Company, Ikon Office Solutions, Inc. (acquired by Ricoh Company, Ltd. on November 3, 2008), Lexmark International, Inc., Pitney Bowes Inc., United Parcel Service, Inc., and Xerox Corporation.

Total return for the Peer Group and the S&P 500 Composite Index is based on market capitalization, weighted for each year.

All information is based upon data independently provided to the Company by the Standard & Poor's Corporation and is derived from their official total return calculation.



The graph shows that on a total return basis, assuming reinvestment of all dividends, \$100 invested in the company's common stock on December 31, 2003 would have been worth \$74 on December 31, 2008. By comparison, \$100 invested in the S&P 500 Composite Index on December 31, 2003 would have been worth \$90 on December 31, 2008. An investment of \$100 in the Peer Group on December 31, 2003 would have been worth \$106 on December 31, 2008.

Company Name / Index	Indexed Returns December 31,					
	2003	2004	2005	2006	2007	2008
Pitney Bowes	100	117	110	124	105	74
S&P 500	100	111	116	135	142	90
Peer Group	100	112	115	137	143	106

ITEM 6. – SELECTED FINANCIAL DATA

The following tables summarize selected financial data for the Company, and should be read in conjunction with the more detailed consolidated financial statements and related notes thereto included under Item 8 of this Form 10-K.

Summary of Selected Financial Data

(Dollars in thousands, except per share amounts)

	Years ended December 31,				
	2008	2007	2006	2005	2004
Total revenue	\$ 6,262,305	\$ 6,129,795	\$ 5,730,018	\$ 5,366,936	\$ 4,832,304
Total costs and expenses	5,549,128	5,469,084	4,815,528	4,555,268	4,223,914
Income from continuing operations before income taxes and minority interest	713,177	660,711	914,490	811,668	608,390
Provision for income taxes	244,929	280,222	335,004	328,597	197,317
Minority interest (preferred stock dividends of subsidiaries)	20,755	19,242	13,827	9,828	5,634
Income from continuing operations	447,493	361,247	565,659	473,243	405,439
(Loss) income from discontinued operations, net income tax	(27,700)	5,534	(460,312)	35,368	56,557
Net income	\$ 419,793	\$ 366,781	\$ 105,347	\$ 508,611	\$ 461,996
Basic earnings per share of common stock:					
(1)					
Continuing operations	\$ 2.15	\$ 1.65	\$ 2.54	\$ 2.07	\$ 1.76
Discontinued operations	(0.13)	0.03	(2.07)	0.15	0.24
Net income	\$ 2.01	\$ 1.68	\$ 0.47	\$ 2.22	\$ 2.00
Diluted earnings per share of common stock:					
Continuing operations	\$ 2.13	\$ 1.63	\$ 2.51	\$ 2.04	\$ 1.73
Discontinued operations	(0.13)	0.03	(2.04)	0.15	0.24
Net income	\$ 2.00	\$ 1.66	\$ 0.47	\$ 2.19	\$ 1.97
Total cash dividends on common, preference and preferred stock	\$ 291,611	\$ 288,790	\$ 285,051	\$ 284,348	\$ 282,265
Cash dividends per share of common stock	\$ 1.40	\$ 1.32	\$ 1.28	\$ 1.24	\$ 1.22
Average common and potential common shares outstanding	209,699,471	221,219,746	225,443,060	232,089,178	234,229,987
Depreciation and amortization	\$ 379,117	\$ 383,141	\$ 363,258	\$ 331,963	\$ 306,750
Capital expenditures	\$ 237,308	\$ 264,656	\$ 327,877	\$ 291,550	\$ 316,982
Balance sheet					
Total assets	\$ 8,736,431	\$ 9,465,731	\$ 8,527,331	\$ 10,553,957	\$ 10,161,682
Long-term debt	\$ 3,934,865	\$ 3,802,075	\$ 3,847,617	\$ 3,849,623	\$ 3,164,688
Total debt	\$ 4,705,366	\$ 4,755,842	\$ 4,338,157	\$ 4,707,365	\$ 4,375,163
Preferred stockholders' equity in subsidiary companies	\$ 374,165	\$ 384,165	\$ 384,165	\$ 310,000	\$ 310,000
Stockholders' (deficit) equity (see Note 9)	\$ (187,879)	\$ 660,169	\$ 716,055	\$ 1,381,115	\$ 1,366,018
Other					
Common stockholders of record	21,914	21,574	22,923	23,639	26,129
Total employees	35,140	36,165	34,454	34,165	35,183

(1) The sum of the earnings per share amounts may not equal the totals above due to rounding.

ITEM 7. – MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Management’s Discussion and Analysis of Financial Condition and Results of Operations (MD&A) contains statements that are forward-looking. These statements are based on current expectations and assumptions that are subject to risks and uncertainties. Actual results could differ materially because of factors discussed in “Forward-Looking Statements” and elsewhere in this report.

Overview

Revenue grew 2% in 2008 to \$6.3 billion, of which acquisitions contributed 3%.

Income from continuing operations was \$447.5 million in 2008 compared with \$361.2 million in 2007 and diluted earnings per share from continuing operations was \$2.13 compared with \$1.63 in 2007. Diluted earnings per share from continuing operations was reduced by restructuring charges and asset impairment charges of 69 cents and 87 cents, in 2008 and 2007, respectively. In 2008, diluted earnings per share from continuing operations also included positive tax adjustments of 4 cents related primarily to deferred tax assets associated with certain U.S. leasing transactions. In 2007, diluted earnings per share from continuing operations was also reduced by 5 cents for the purchase accounting alignment of MapInfo, and 16 cents for tax adjustments related principally to a valuation allowance for net operating losses outside the U.S.

Despite volatile economic conditions, particularly in the second half of 2008, certain of our business segments produced solid results, including both revenue and EBIT growth at International Mailing, Mail Services and Marketing Services. In addition, International Mailing, worldwide Production Mail, and Marketing Services improved their EBIT margins as well. These strong performances were offset by revenue declines at U.S. Mailing due to lower equipment sales due in part from the prior year stimulus from sales of shape-based kits, lower financing and rental revenues. Also, declines in worldwide Production Mail were due to the effects of a slowdown in U.S. sales as large enterprises curtailed large-ticket capital expenditures due to ongoing credit constraints and global economic uncertainty.

In late 2007, we announced a plan to lower our cost structure, accelerate efforts to improve operational efficiencies, enhance our customer experience, and to transition our product line. On completion of this program, which continued throughout 2008, we reduced our global workforce by roughly eight percent and improved margins in many of our business segments.

In addition, we generated \$990 million in cash from operations during 2008.

See “Results of Operations” for 2008, 2007 and 2006 for a more detailed discussion of our results of operations.

Outlook

Our business model and the actions we have taken to significantly reduce costs and streamline our operations, will help mitigate, but do not eliminate the effects of prolonged global economic weakness and unanticipated currency fluctuations. Two external factors in particular, the strengthening of the U.S. dollar and the Japanese yen last year and the significant increase in pension costs related to recent changes in capital markets and other assumptions, will negatively impact 2009 reported results.

We expect our mix of revenue to continue to change, with a greater percentage of revenue coming from diversified revenue streams associated with fully featured smaller systems and a smaller percentage from larger system sales. In addition, we expect to derive further synergies from our recent acquisitions. We will continue to remain focused on enhancing our productivity and to allocate capital in order to optimize our returns.

Results of Operations 2008 Compared to 2007

Business segment revenue

The following table shows revenue in 2008 and 2007 by business segment.

Prior year results have been reclassified to conform to the current year presentation. Refer to Note 18 to the Consolidated Financial Statements for further detail on these changes.

(Dollars in millions)	2008	2007	% change	% contribution from acquisitions
Revenue:				
U.S. Mailing	\$ 2,207	\$ 2,364	(7)%	0%
International Mailing	1,133	1,070	6%	1%
Production Mail	616	623	(1)%	0%
Software	400	326	23%	20%
Mailstream Solutions	4,356	4,383	(1)%	2%
Management Services	1,172	1,135	3%	6%
Mail Services	542	441	23%	10%
Marketing Services	192	171	12%	5%
Mailstream Services	1,906	1,747	9%	7%
Total Revenue	\$ 6,262	\$ 6,130	2%	3%

Mailstream Solutions revenue decreased 1% to \$4.4 billion. Within Mailstream Solutions:

U.S. Mailing's revenue decreased 7% due to lower equipment placements, rental revenue, and lower financing revenue. The lower equipment revenues were driven in part by the prior year benefits from the sale of mailing equipment shape-based upgrade kits and by customer buying decisions influenced by uncertainty created by weak economic conditions. International Mailing's revenue grew by 6% and benefited 2% from favorable foreign currency translation and 1% from acquisitions. Revenue growth benefited from strong growth in France, Germany, Norway and other parts of Europe as well as in Latin America; and continued growth in supplies. Worldwide revenue for Production Mail decreased 1% due to lower equipment sales in the U.S., parts of Europe and Latin America as economic uncertainty slowed large-ticket capital expenditures by many large enterprises worldwide. This decrease was partly offset by continued strong demand in the U.K. and France for high-speed, intelligent inserting systems. Software revenue increased 23% from prior year, driven by the positive impact of acquisitions of 20%. Software sales increased outside of the U.S., but declined within the U.S. driven by the economic uncertainty, which has resulted in fewer large-ticket licensing deals than in the prior year as customers assess the overall business environment.

Mailstream Services revenue grew 9% to \$1.9 billion. Within Mailstream Services:

Management Services revenue grew 3% driven by acquisitions, which contributed 6% to segment revenue growth. The segment's revenue growth was partially offset by lower print and transaction volumes for some customers, especially in the U.S. financial services sector. Mail Services revenue grew 23% due to continued growth in presort and international mail services of 14% and acquisitions, which contributed 10% to segment revenue growth. Marketing Services revenue grew 12% driven primarily by higher volumes in our mover-source program, partially offset by the company's planned phased exit from the motor vehicle registration services program.

Business segment earnings before interest and taxes (EBIT)

We use EBIT as a measure of our segment profitability.

Refer to the reconciliation of segment amounts to income from continuing operations before income taxes and minority interest in Note 18 to the Consolidated Financial Statements.

The following table shows EBIT in 2008 and 2007 by business segment.

Prior year results have been reclassified to conform to the current year presentation. Refer to Note 18 to the Consolidated Financial Statements for further detail on these changes.

(Dollars in millions)	2008	2007	% change
EBIT			
U.S. Mailing	\$ 896	\$ 965	(7)%
International Mailing	185	162	14%
Production Mail	81	74	10%
Software	28	37	(23)%
Mailstream Solutions	1,190	1,238	(4)%
Management Services	70	76	(8)%
Mail Services	69	57	22%
Marketing Services	16	9	76%
Mailstream Services	155	142	9%
Total EBIT	\$ 1,345	\$ 1,380	(3)%

Mailstream Solutions EBIT decreased 4% to \$1.2 billion. Within Mailstream Solutions:

U.S. Mailing's EBIT decreased 7% principally due to the lower revenue growth, but was partly offset by positive impacts of our ongoing actions to reduce costs and streamline operations. International Mailing's EBIT grew 14% as improved EBIT margins resulted from the Company's actions over the last two years to reduce costs through the outsourcing of manufacturing and the consolidation of back office operations. Production Mail's EBIT increased 10% due to ongoing actions to reduce administrative costs and improve gross margins in anticipation of a slowing capital investment environment. Software's EBIT decreased 23% primarily due to the lower revenues in the U.S., product mix and the planned investments in the expansion of the Company's distribution channel and globalization of its research and development infrastructure.

Mailstream Services EBIT increased 9% to \$155 million. Within Mailstream Services:

Management Services EBIT decreased 8% due to weakness in the Company's management services businesses outside the U.S., particularly in the U.K. and Germany. These decreases were partially offset by actions taken to reduce the fixed cost structure of its U.S. operations. Mail Services EBIT increased 22% as a result of operating leverage from an increase in mail volume and increased operating efficiency, partly offset by the integration costs associated with acquisitions in the U.S. and U.K. Marketing Services EBIT increased by 76% driven by higher volumes in the Company's mover-source program and its phased exit from the motor vehicle registration services program.

Revenue by source

(Dollars in millions)	2008	2007	% change
Equipment sales	\$ 1,252	\$ 1,336	(6)%
Supplies	392	393	0%
Software	424	346	23%
Rentals	728	739	(1)%
Financing	773	790	(2)%
Support services	769	761	1%
Business services	1,924	1,765	9%
Total revenue	\$ 6,262	\$ 6,130	2%

Equipment sales revenue decreased 6% compared to the prior year. Lower sales of equipment in U.S. Mailing were primarily due to the postal rate case in 2007, which resulted in incremental sales of mailing equipment shape-based upgrade kits during that period and pulled sales forward from 2008, weakening global economic conditions, and product shift toward smaller, fully featured postage machines. International sales revenue, excluding the positive impact from foreign currency of 2% and acquisitions of 2%, increased 2% principally due to a postal rate change in the first quarter of 2008 in France, combined with higher equipment placements throughout Europe. Foreign currency translation contributed an overall favorable impact of 1% to equipment sales revenue.

Supplies revenue in 2008 was flat compared to the prior year. The decline of supplies revenue in the U.S. was due to lower volumes, offset by an increase in supplies revenue in Europe as our customers continue to migrate to digital technology. Foreign currency translation contributed 1% to supplies revenue.

Software revenue increased by 23% from the prior year primarily driven by acquisitions which contributed 19% to revenue growth and strong international demand for our location intelligence and customer communication software solutions. Foreign currency translation had a negative impact of 2%.

Rentals revenue decreased 1% compared to the prior year. Favorable foreign currency translation of 1% and higher demand in France were offset by lower revenue in the U.S., as our customers continue to downsize to smaller, fully featured machines.

Financing revenue decreased 2% compared to the prior year. Lower equipment sales have resulted in a corresponding decline in the U.S. lease portfolio.

Support services revenue increased 1% from the prior year primarily due to the favorable impact of foreign currency translation of 1%. Renewals and pricing increases offset the impact of customers down-sizing their equipment.

Business services revenue increased 9% from the prior year, of which acquisitions contributed 7%. The additional growth was driven by higher revenues in Mail Services and Marketing Services, partly offset by lower transaction volumes in Management Services.

Costs of revenue

(Dollars in millions)	Percentage of Revenue			
	2008	2007	2008	2007
Cost of equipment sales	\$ 663	\$ 697	53.0%	52.2%
Cost of supplies	\$ 104	\$ 107	26.5%	27.1%
Cost of software	\$ 101	\$ 82	23.9%	23.7%
Cost of rentals	\$ 154	\$ 171	21.1%	23.2%
Cost of support services	\$ 448	\$ 433	58.3%	56.9%
Cost of business services	\$ 1,508	\$ 1,381	78.4%	78.2%

Cost of equipment sales as a percentage of revenue increased to 53.0% in 2008 compared with 52.2% in the prior year, primarily due to the increase in mix of lower margin equipment sales outside the U.S. and the prior year sales of high margin upgrade kits.

Cost of supplies as a percentage of revenue decreased to 26.5% in 2008 compared with 27.1% in the prior year. This variance is driven by a change in the mix of business.

Cost of software as a percentage of revenue increased to 23.9% in 2008 compared with 23.7% in the prior year primarily due to a change in the mix of business.

Cost of rentals as a percentage of revenue decreased to 21.1% in 2008 compared with 23.2% in the prior year primarily due to lower depreciation costs related to the transition of our product line.

Cost of support services as a percentage of revenue increased to 58.3% in 2008 compared with 56.9% in the prior year. Improvements in our Production Mail segment due to the impact of our transition initiatives were more than offset by higher service costs in our U.S. and International Mailing businesses.

Cost of business services as a percentage of revenue was 78.4% in 2008 compared with 78.2% in the prior year. For Mail Services, continued integration costs associated with the current year acquisitions of a multi-site presort operation in the U.S. and U.K. were more than offset by the successful integration of other recently acquired sites and productivity improvements.

Selling, general and administrative expenses

(Dollars in millions)	Percentage of Revenue			
	2008	2007	2008	2007
	\$ 1,948	\$ 1,907	31.1%	31.1%

Selling, general and administrative expenses, as a percentage of total revenue, remained flat at 31.1%. The benefits gained from our transition initiatives were offset by lower revenue growth and a shift in the mix of our business as well as higher credit loss expenses in the U.S. Software, which is continuing to become a larger portion of our overall business, has a relatively higher selling, general and administrative expense ratio.

Research and development expenses

(Dollars in millions)

2008	2007	% change
\$ 206	\$ 186	11%

Research and development expenses increased \$20 million, or 11%, as we continue to invest in developing new technologies, enhancing our products, and expanding our offshore development capabilities. R&D expenses as a percentage of total revenue increased to 3.3% in 2008 from 3.0% in 2007.

Net interest expense

(Dollars in millions)

2008	2007	% change
\$ 216	\$ 242	(11)%

Net interest expense decreased \$25 million or 11%, from prior year due to lower average interest rates during the year. Our variable and fixed rate debt mix, after adjusting for the effect of interest rate swaps, was 22% and 78%, respectively, at December 31, 2008.

We do not allocate interest costs to our business segments.

Income taxes / effective tax rate

2008	2007
34.3%	42.4%

The effective tax rate declined 8.1% in 2008 primarily as a result of a \$54 million tax charge in 2007 related principally to a valuation allowance for certain deferred tax assets and tax rate changes outside the U.S.

Minority interest (preferred stock dividends of subsidiaries)

(Dollars in millions)

2008	2007	% change
\$ 21	\$ 19	8%

Minority interest includes dividends paid to preferred stockholders in subsidiary companies. In August 2008, we redeemed 100% of the outstanding Cumulative Preferred Stock issued previously by a subsidiary company for \$10 million. This redemption resulted in a net loss of \$1.8 million accounting for the year over year increase.

Discontinued operations

(Dollars in millions)

	2008	2007
Revenue	\$ —	\$ —
Pretax income	\$ —	\$ —
Net income	\$ (28)	\$ 6
Total discontinued operations, net of tax	\$ (28)	\$ 6

Net loss in 2008 includes accruals of tax and interest on uncertain tax positions. 2007 includes a gain of \$11.3 million from uncertain tax positions, net of an interest accrual for uncertain tax positions of \$5.8 million. See Note 2 to the Consolidated Financial Statements for further discussion and details of discontinued operations.

Results of Operations 2007 Compared to 2006

Business segment revenue

The following table shows revenue in 2007 and 2006 by business segment.

Results have been reclassified to conform to the current year presentation. Refer to Note 18 to the Consolidated Financial Statements for further detail on these changes.

(Dollars in millions)	2007	2006	% change	% contribution from acquisitions
Revenue:				
U.S. Mailing	\$ 2,364	\$ 2,362	0%	1%
International Mailing	1,070	1,013	6%	0%
Production Mail	623	596	5%	2%
Software	326	182	79%	31%
Mailstream Solutions	4,383	4,153	6%	3%
Management Services	1,135	1,074	6%	3%
Mail Services	441	358	23%	4%
Marketing Services	171	145	18%	14%
Mailstream Services	1,747	1,577	11%	5%
Total Revenue	\$ 6,130	\$ 5,730	7%	4%

Mailstream Solutions revenue increased 6% to \$4.4 billion. Within Mailstream Solutions:

U.S. Mailing's revenue remained flat. Revenue benefited from growth in supplies, payment solutions, and the sale of equipment related to shape-based rating. However, results were unfavorably impacted by lower equipment sales due to the wind-down of meter migration and weak economic conditions. International Mailing's revenue grew by 6%, including favorable foreign currency translation of 8%. The segment's results were negatively impacted by lower sales and rentals in Europe as delays in postal liberalization across Europe affected customer purchases. Worldwide revenue for Production Mail grew by 5%, primarily driven by favorable foreign currency of 3% and acquisitions as higher equipment placements in the U.S. were offset by lower sales in Europe. Software's revenue grew by 79% driven by continued strong worldwide demand for our software solutions, the acquisition of MapInfo, and favorable foreign currency translation of 4%.

Mailstream Services revenue increased 11% to \$1.7 billion. Within Mailstream Services:

Management Services revenue increased by 6% due to the acquisition of Asterion SAS and favorable foreign currency translation of 2%. The segment's revenue growth was negatively impacted by weakness in our legal solutions vertical as well as print contracts in 2006 that did not repeat in 2007. Mail Services revenue increased by 23% due to continued growth in presort and cross-border mail services. Marketing Services revenue increased by 18% driven primarily by acquisitions. Revenue growth for this segment was negatively affected by lower revenue from our motor vehicle registration services program.

Business segment earnings before interest and taxes (EBIT)

We use EBIT as a measure of our segment profitability.

Refer to the reconciliation of segment amounts to income from continuing operations before income taxes and minority interest in Note 18 to the Consolidated Financial Statements.

The following table shows EBIT in 2007 and 2006 by business segment.

Results have been reclassified to conform to the current year presentation. Refer to Note 18 to the Consolidated Financial Statements for further detail on these changes.

(Dollars in millions)	2007	2006	% change
EBIT			
U.S. Mailing	\$ 965	\$ 950	2%
International Mailing	162	179	(10)%
Production Mail	74	69	9%
Software	37	30	22%
Mailstream Solutions	1,238	1,228	1%
Management Services	76	83	(9)%
Mail Services	57	37	53%
Marketing Services	9	20	(55)%
Mailstream Services	142	140	1%
Total EBIT	\$ 1,380	\$ 1,368	1%

Mailstream Solutions EBIT increased 1% to \$1.2 billion. Within Mailstream Solutions:

U.S. Mailing's EBIT grew 2% due to the increase in mix of higher margin revenue from payment solutions and supplies as well as our continued focus on controlling operating expenses. International Mailing EBIT decreased 10%. The segment's profitability was adversely impacted by lower equipment sales and rentals in Europe, and incremental costs in 2007 related to back office operations, including the outsourcing of our European order and financial processing. Production Mail EBIT increased 9% driven primarily by revenue growth and net legal recoveries of approximately \$4 million in Europe. Software EBIT increased 22%, driven by revenue growth partially offset by integration costs for the MapInfo acquisition.

Mailstream Services EBIT increased 1% to \$142 million. Within Mailstream Services:

Management Services EBIT decreased 9% due to continued weakness in our legal solutions vertical. Mail Services EBIT grew by 53% driven by revenue growth, successful integration of acquired sites, and increased operating efficiencies. Marketing Services EBIT decreased 55%, principally due to lower revenue in our motor vehicle registration services program.

Revenue by source

(Dollars in millions)	2007	2006	% change
Equipment sales	\$ 1,336	\$ 1,373	(3)%
Supplies	393	340	16%
Software	346	202	71%
Rentals	739	785	(6)%
Financing	790	725	9%
Support services	761	717	6%
Business services	1,765	1,588	11%
Total revenue	\$ 6,130	\$ 5,730	7%

Equipment sales revenue decreased 3% from the prior year, primarily due to lower sales of mailing equipment in the U.S. and Europe, partially offset by favorable foreign currency translation of 3%.

Supplies revenue increased 16% from the prior year due to the continued transition of our meter base to digital technology. Acquisitions and foreign currency translation contributed 4% and 3% to this growth, respectively.

Software revenue increased 71% from the prior year primarily driven by strong worldwide demand for our software solutions, acquisitions which contributed 50%, and currency translation which contributed 4%.

Rentals revenue decreased 6% from the prior year due to the continued downsizing by customers to smaller machines.

Financing revenue increased 9% from the prior year primarily due to higher revenue from payment solutions and equipment leases. Foreign currency translation accounted for 2% of this growth.

Support services revenue increased 6% from the prior year due primarily to acquisitions, which contributed 2%, and foreign currency translation, which contributed 3% to this growth.

Business services revenue increased 11% over the prior year. This increase was driven by strong growth in our presort and cross-border mail services. Acquisitions contributed 5% and foreign currency translation contributed 1% to this growth.

Costs of revenue

(Dollars in millions)

	Percentage of Revenue			
	2007	2006	2007	2006
Cost of equipment sales	\$ 697	\$ 694	52.2%	50.5%
Cost of supplies	\$ 107	\$ 90	27.1%	26.5%
Cost of software	\$ 82	\$ 43	23.7%	21.3%
Cost of rentals	\$ 171	\$ 171	23.2%	21.8%
Cost of support services	\$ 433	\$ 400	56.9%	55.8%
Cost of business services	\$ 1,381	\$ 1,242	78.2%	78.2%

Cost of equipment sales as a percentage of revenue increased to 52.2% in 2007 compared with 50.5% in the prior year, primarily due to the decrease in mix of higher margin equipment sales in the U.S.

Cost of supplies as a percentage of revenue increased to 27.1% in 2007 compared with 26.5% in the prior year, primarily due to increased sales of private label toner, ink and other supplies which have lower margins than our meter-related supplies.

Cost of software as a percentage of revenue increased to 23.7% in 2007 compared with 21.3% in the prior year, primarily due to the acquisition of MapInfo.

Cost of rentals as a percentage of revenue increased to 23.2% in 2007 compared with 21.8% in the prior year, primarily due to higher depreciation costs from placements of new digital meters.

Cost of support services as a percentage of revenue increased to 56.9% in 2007 compared with 55.8% in the prior year, primarily due to an increase in mix of production mail and international mailing revenue.

Cost of business services as a percentage of revenue remained flat at 78.2%. Improving margins in our presort and cross-border services were offset by lower margins in our legal solutions business.

Selling, general and administrative expenses

(Dollars in millions)

		Percentage of Revenue	
2007	2006	2007	2006
\$ 1,907	\$ 1,764	31.1%	30.8%

Selling, general and administrative expenses, as a percentage of total revenue, increased to 31.1% compared with 30.8% in the prior year. This increase was due to the impact of acquisitions which offset the benefits from productivity initiatives.

Research and development expenses

(Dollars in millions)

2007	2006	% change
\$ 186	\$ 165	12%

Research and development expenses increased 12% over the prior year, primarily due to the acquisition of MapInfo. Our investment in research and development reflects higher expenses for software development and our continued focus on developing new technologies and enhancing features for all of our different products.

Net interest expense

(Dollars in millions)

	2007	2006	% change
	\$ 242	\$ 213	14%

Net interest expense increased 14% in 2007 due to higher average interest rates and higher average borrowings during the year. Also, in 2006 we had interest income on the cash balance that resulted from the Capital Services divestiture. Our variable and fixed rate debt mix, after adjusting for the effect of interest rate swaps, was 19% and 81%, respectively, at December 31, 2007.

We do not allocate interest costs to our business segments.

Income taxes / effective tax rate

	2007	2006
	42.4%	36.6%

The effective tax rate for continuing operations for 2007 included \$54 million of tax charges related principally to a valuation allowance for certain deferred tax assets and tax rate changes outside the U.S. The effective tax rate for 2006 included a \$20 million charge related to the IRS settlement discussed in Note 9 to the Consolidated Financial Statements.

Minority interest (preferred stock dividends of subsidiaries)

(Dollars in millions)

	2007	2006	% change
	\$ 19	\$ 14	39%

Minority interest includes dividends paid to preferred stockholders in subsidiary companies. Minority interest increased by \$5 million compared with the prior year, primarily due to an increase in the average outstanding preferred shares and a higher weighted average dividend rate.

Discontinued operations

(Dollars in millions)

	2007	2006
Revenue	\$ —	\$ 81
Pretax income	\$ —	\$ 29
Net income	\$ 6	\$ 31
Gain on sale of Imagistics, net of \$7 tax expense	—	11
FSC tax law change	—	(16)
Additional tax on IRS settlement	—	(41)
Loss on sale of Capital Services, net of \$285 tax benefit	—	(445)
Total discontinued operations, net of tax	\$ 6	\$ (460)

Net income in 2007 includes a gain of \$11.3 million from the conclusion of certain tax issues net of an interest accrual for uncertain tax positions of \$5.8 million. In 2006, we completed the sale of our Capital Services external financing business and our Imagistics lease portfolio. See Note 2 to the Consolidated Financial Statements for further discussion and details of discontinued operations.

Other (Income) Expense

In 2007 and 2006, we recorded pre-tax gains of approximately \$3 million and \$5 million, respectively, related to a revised liability estimate associated with the settlement of a previous lawsuit and net pre-tax charges of approximately \$3 million in 2007 and \$2 million in 2006 for other legal matters. These amounts are included in other (income) expense in the Consolidated Statements of Income.

Restructuring Charges and Asset Impairments

We recorded pre-tax restructuring charges and asset impairments of \$200.3 million and \$264.0 million for the years ended December 31, 2008 and 2007, respectively. These charges primarily relate to a program we announced in November 2007 to lower our cost structure, accelerate efforts to improve operational efficiencies, and transition our product line. For the year ended December 31, 2008, the asset impairment charges included in restructuring activities relate to older technology equipment of \$28.5 million and other assets of \$2.2 million. For the year ended December 31, 2007, the asset impairment charges included in restructuring activities related to the write-off of inventory of \$48.1 million, rental assets of \$61.5 million, lease residual values of \$46.1 million and other assets of \$8.8 million.

Additional asset impairments, unrelated to restructuring, were also recorded in 2008 and 2007. For 2008, these other impairment charges are related to intangible assets of \$16.0 million principally due to a loss of a customer in our Marketing Services business and the ongoing shift in market conditions for the litigation support vertical in our Management Services business. For 2007, additional asset impairment charges included the write-down of certain intangible assets for \$8.5 million.

Other exit costs of \$35.3 million and \$5.8 million in 2008 and 2007, respectively, relate primarily to lease termination fees, facility closing costs, contract cancellation costs and outplacement costs.

As of December 31, 2008, 1,926 terminations have occurred under the restructuring program and approximately 300 additional unfilled positions have been eliminated. The majority of the liability at December 31, 2008 is expected to be paid by the end of 2009 from cash generated from operations.

The pre-tax restructuring charges and asset impairments are composed of:

(Dollars in millions)	Balance at December 31, 2007	2008 Expense	Cash payments	Non-cash Charges	Balance at December 31, 2008
Severance and benefit costs	\$ 81	\$ 118	\$ (91)	\$ —	\$ 108
Asset impairments	—	47	—	(47)	—
Other exit costs	6	35	(8)	—	33
Total	\$ 87	\$ 200	\$ (99)	\$ (47)	\$ 141

(Dollars in millions)	Balance at December 31, 2006	2007 Expense	Cash payments	Non-cash Charges	Balance at December 31, 2007
Severance and benefit costs	\$ —	\$ 85	\$ (4)	\$ —	\$ 81
Asset impairments	—	173	—	(173)	—
Other exit costs	—	6	—	—	6
Total	\$ —	\$ 264	\$ (4)	\$ (173)	\$ 87

In January 2003, we undertook restructuring initiatives related to realigned infrastructure requirements and reduced manufacturing needs for digital equipment. In connection with this plan, we recorded pre-tax restructuring charges of \$36 million for the year ended December 31, 2006. The program was completed during 2006 and, therefore, there were no additional restructuring charges related to this plan after December 31, 2006. We made restructuring payments of \$3 million, \$29 million and \$51 million during 2008, 2007 and 2006, respectively. See Note 1 to the Consolidated Financial Statements for our accounting policy related to restructuring charges and asset impairments.

Acquisitions

On April 21, 2008, we acquired Zipsort, Inc. for \$39 million in cash, net of cash acquired. Zipsort, Inc. acts as an intermediary between customers and the U.S. Postal Service. Zipsort, Inc. offers mailing services that include presorting of first class, standard class, flats, permit and international mail as well as metering services. We assigned the goodwill to the Mail Services segment.

On September 12, 2007, we acquired Asterion SAS for \$29 million in cash, net of cash acquired. Asterion is a leading provider of outsourced transactional print and document process services in France. We assigned the goodwill to the Management Services segment.

On May 31, 2007, we acquired the remaining shares of Digital Cement, Inc. for a total purchase price of \$52 million in cash, net of cash acquired. Digital Cement, Inc. provides marketing management strategy and services to help companies acquire, retain, manage,

and grow their customer relationships. We assigned the goodwill to the Marketing Services segment.

On April 19, 2007, we acquired MapInfo Corporation for \$436 million in cash, net of cash acquired. Included in the assets and liabilities acquired were short-term investments of \$46 million and debt assumed of \$14 million. MapInfo is a global company and a leading provider of location intelligence software and solutions. We assigned the goodwill to the Software segment. As part of the purchase accounting for MapInfo, we aligned MapInfo's accounting policies for software revenue recognition with ours. Accordingly, certain software revenue that was previously recognized by MapInfo on a periodic basis has now been recognized over the life of the contract.

We accounted for these acquisitions using the purchase method of accounting and accordingly, the operating results of these acquisitions have been included in our consolidated financial statements since the date of acquisition. Acquisitions made in 2008 did not materially impact our diluted earnings per share for the year. As a result of the purchase accounting alignment, the acquisition of MapInfo reduced our diluted earnings per share by 5 cents in 2007.

During 2008 and 2007, we also completed several smaller acquisitions, the costs of which were \$29.7 million and \$86.6 million, respectively. These acquisitions did not have a material impact on our financial results. See Note 3 to the Consolidated Financial Statements for further details.

Liquidity and Capital Resources

We believe that cash flow from operations, existing cash and liquid investments, as well as borrowing capacity under our commercial paper program, the existing credit facility and debt capital markets should be sufficient to finance our capital requirements and to cover our customer deposits. Our potential uses of cash include but are not limited to the following: growth and expansion opportunities; internal investments; customer financing; tax payments; interest and dividend payments; share repurchase program; pension and other benefit plan funding; and acquisitions.

In light of recent market events, we have conducted an extensive review of our liquidity provisions. We have carefully monitored for material changes in the creditworthiness of those banks acting as derivative counterparties, depository banks or credit providers to us through credit ratings and the credit default swap market. We have determined that there has not been a material variation in the underlying sources of cash flows currently used to finance the operations of the company. To date, we have had consistent access to the commercial paper market.

Cash Flow Summary

The change in cash and cash equivalents is as follows:

(Dollars in millions)

	2008	2007
Cash provided by operating activities	\$ 990	\$ 1,060
Cash used in investing activities	(234)	(726)
Cash used in financing activities	(742)	(204)
Effect of exchange rate changes on cash	(15)	8
(Decrease) increase in cash and cash equivalents	\$ (1)	\$ 138

2008 Cash Flows

Net cash provided by operations consisted primarily of net income adjusted for non-cash items and changes in operating assets and liabilities. The strong cash flow provided by operations for 2008 is primarily due to the timing of tax payments, which favorably contributed \$122 million, and the receipt of \$44 million related to the unwind of an interest rate swap, which is described in further detail in Note 8 to the Consolidated Financial Statements. Partially offsetting these positive impacts was a reduction in accounts payable and accrued liabilities of \$77 million, primarily due to timing of these payments.

Net cash used in investing activities consisted of capital expenditures of \$237 million primarily for rental assets and acquisitions of \$68 million partially offset by proceeds from short-term and other investments of \$36 million, and increased reserve account balances for customer deposits of \$33 million.

Net cash used in financing activities was \$742 million and consisted primarily of stock repurchases of \$333 million, dividends paid of \$292 million, and a net payment of debt of \$125 million, which was partly offset by proceeds of \$20 million from the issuance of

common stock associated with employee stock plans. We also paid \$12 million associated with the redemption of 100% of the outstanding Cumulative Preferred Stock issued previously by a subsidiary company.

2007 Cash Flows

Net cash provided by operations consisted primarily of net income adjusted for non-cash items and changes in operating assets and liabilities. The strong cash flow provided by operations for 2007 is primarily driven by tax refunds and lower tax payments, lower investment in finance receivables, and increased management attention on working capital which resulted in lower accounts receivable, inventory and accounts payable balances.

Net cash used in investing activities consisted of acquisitions of \$594 million and capital expenditures of \$265 million partially offset by proceeds from the sale of a training facility for \$30 million, proceeds from short-term investments of \$42 million, and increased reserve account balances for customer deposits of \$63 million.

Net cash used in financing activities was \$204 million and consisted primarily of stock repurchases of \$400 million and dividends paid of \$289 million, primarily offset by a net borrowing of debt of \$377 million and proceeds from stock issuance of \$108 million.

Capital Expenditures

During 2008, capital expenditures included net additions of \$122.0 million to property, plant and equipment and \$115.3 million in net additions to rental equipment and related inventories compared with \$142.1 million and \$122.6 million, respectively, in 2007. The decrease in property, plant and equipment is due mostly to the continuing shift toward leased equipment in our Management Services segment.

Financings and Capitalization

We have a commercial paper program that is a significant source of liquidity for the Company. During 2008, we have continued to have consistent access to the commercial paper market. As of December 31, 2008, we had \$610 million of outstanding commercial paper issuances. We also have a committed line of credit of \$1.5 billion which supports commercial papers issuance and is provided by a syndicate of 14 banks until 2011. As of December 31, 2008, this line of credit had not been drawn down. In addition, we filed a "Well-known Seasoned Issuer" registration statement with the SEC in June 2008 which permits the issuance of debt securities, preferred stock, preference stock, common stock, purchase contracts, depository shares, warrants and units.

On March 4, 2008, we issued \$250 million of 10 year fixed rate notes with a coupon rate of 5.60%. The interest is paid semi-annually beginning September 2008. The notes mature on March 15, 2018. We simultaneously entered into two interest rate swaps for a total notional amount of \$250 million to convert the fixed rate debt to a floating rate obligation bearing interest at 6 month LIBOR plus 111.5 basis points. The proceeds from these notes were used for general corporate purposes, including the repayment of commercial paper and repurchase of our stock.

In December 2007, we entered into a \$150 million syndicated bank transaction priced at 3 month LIBOR plus 35 basis points. The proceeds from this credit facility, due 2012, were used to pay off the \$150 million variable rate debt that was due in 2010.

In September 2007, we issued \$500 million of unsecured fixed rate notes maturing in September 2017. These notes bear interest at an annual rate of 5.75% and pay interest semi-annually beginning in March 2008. The proceeds from these notes were used for general corporate purposes, including the repayment of commercial paper, the financing of acquisitions and repurchase of our stock.

We believe our financing needs in the short and long-term can be met from cash generated internally, borrowing capacity from existing credit agreements, available debt issuances under existing shelf registration statements and our existing commercial paper program. Information on debt maturities is presented in Note 8 to the Consolidated Financial Statements.

The following summarizes our known contractual obligations at December 31, 2008 and the effect that such obligations are expected to have on our liquidity and cash flow in future periods:

Contractual Obligations	Payments due by period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
(Dollars in millions)					
Commercial paper borrowings	\$ 610	\$ 610	\$ —	\$ —	\$ —
Long-term debt and current portion of long-term debt	4,025	150	—	925	2,950
Non-cancelable operating lease obligations	267	81	107	54	25
Capital lease obligations	19	6	10	2	1
Purchase obligations (1)	367	283	60	20	4
Other non-current liabilities (2)	809	—	172	46	591
Total	\$ 6,097	\$ 1,130	\$ 349	\$ 1,047	\$ 3,571

(1) Purchase obligations include unrecorded agreements to purchase goods or services that are enforceable and legally binding upon us and that specify all significant terms, including: fixed or minimum quantities to be purchased; fixed, minimum or variable price provisions; and the approximate timing of the transaction. Purchase obligations exclude agreements that are cancelable without penalty.

(2) Other non-current liabilities relate primarily to our postretirement benefits. See Note 13 to the Consolidated Financial Statements.

The amount and period of future payments related to our FIN 48 income tax uncertainties cannot be reliably estimated and, therefore, is not included in the above table. See Note 9 to the Consolidated Financial Statements for further details.

Critical Accounting Estimates

We have identified the policies below as critical to our business operations and to the understanding of our results of operations. We have discussed the impact and any associated risks on our results of operations related to these policies throughout the MD&A. For a detailed discussion on the application of these and other accounting policies, see Note 1 to the Consolidated Financial Statements.

The preparation of our financial statements in conformity with GAAP requires our management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. These estimates include, but are not limited to, customer cancellations, bad debts, inventory obsolescence, residual values of leased assets, useful lives of long-lived assets and intangible assets, warranty obligations, restructuring, pensions and other postretirement benefits, contingencies and litigation, and allocation of purchase price to tangible and intangible assets acquired in business combinations. Our actual results could differ from those estimates and assumptions. We believe the assumptions and estimates used are reasonable and appropriate in accordance with GAAP.

Revenue recognition

Multiple element and internal financing arrangements

We derive our revenue from multiple sources including sales, rentals, financing and services. Certain of our transactions are consummated at the same time and can therefore generate revenue from multiple sources. The most common form of these transactions involves a non-cancelable equipment lease, a meter rental and an equipment maintenance agreement. As a result, we are required to determine whether the deliverables in a multiple element arrangement should be treated as separate units of accounting for revenue recognition purposes, and if so, how the price should be allocated among the delivered elements and when to recognize revenue for each element.

In multiple element arrangements, we recognize revenue for each of the elements based on their respective fair values in accordance with Emerging Issues Task Force (EITF) Issue No. 00-21, *Revenue Arrangements with Multiple Deliverables*. We recognize revenue for delivered elements only when the fair values of undelivered elements are known and uncertainties regarding customer acceptance are resolved. Our allocation of the fair values to the various elements does not change the total revenue recognized from a transaction, but impacts the timing of revenue recognition. Revenue is allocated to the meter rental and equipment maintenance agreement elements first using their respective fair values, which are determined based on prices charged in standalone and renewal transactions. Revenue is then allocated to the equipment based on the present value of the remaining minimum lease payments. We then compare

the allocated equipment fair value to the range of cash selling prices in standalone transactions during the period to ensure the allocated equipment fair value approximates average cash selling prices.

We provide lease financing for our products primarily through sales-type leases. We classify our leases in accordance with SFAS No. 13, *Accounting for Leases*. The vast majority of our leases qualify as sales-type leases using the present value of minimum lease payments classification criteria outlined in SFAS No. 13. We believe that our sales-type lease portfolio contains only normal collection risk with no important uncertainties with respect to future costs. Accordingly, we record the fair value of equipment as sales revenue, the cost of equipment as cost of sales and the minimum lease payments plus the estimated residual value as gross finance receivables. The difference between the gross finance receivable and the equipment fair value is recorded as unearned income and is amortized as income over the lease term using the interest rate implicit in the lease.

Equipment residual values are determined at inception of the lease using estimates of equipment fair value at the end of the lease term. Estimates of future equipment fair value are based primarily on our historical experience. We also consider forecasted supply and demand for our various products, product retirement and future product launch plans, end of lease customer behavior, regulatory changes, remanufacturing strategies, used equipment markets, if any, competition and technological changes. We evaluate residual values on an annual basis or as changes to the above considerations occur. In 2007, we recorded an impairment charge of \$46 million related to the transition of our product line. See Note 14 to the Consolidated Financial Statements for further details.

See Note 1 to the Consolidated Financial Statements for our accounting policies on revenue recognition.

Allowances for doubtful accounts and credit losses

Allowance for doubtful accounts

We estimate our accounts receivable risks and provide allowances for doubtful accounts accordingly. We evaluate the adequacy of the allowance for doubtful accounts on a periodic basis. Our evaluation includes historical loss experience, length of time receivables are past due, adverse situations that may affect a customer's ability to repay and prevailing economic conditions. We make adjustments to our allowance if our evaluation of allowance requirements differs from our actual aggregate reserve. This evaluation is inherently subjective because our estimates may be revised as more information becomes available. Based on historical experience, we have not had any material revisions to our recorded allowance for doubtful accounts.

Allowance for credit losses

We estimate our finance receivables risks and provide allowances for credit losses accordingly. We establish credit approval limits based on the credit quality of our customers and the type of equipment financed. We charge finance receivables to the allowance for credit losses after collection efforts are exhausted and we deem the account uncollectible. We base credit decisions primarily on a customer's financial strength. We believe that our concentration of credit risk for finance receivables in our internal financing division is limited because of our large number of customers, small account balances and customer geographic and industry diversification. Our general policy for finance receivables contractually past due for over 120 days is to discontinue revenue recognition. We resume revenue recognition when payments reduce the account to 60 days or less past due.

We evaluate the adequacy of allowance for credit losses on a periodic basis. Our evaluation includes historical loss experience, the nature and volume of our portfolios, adverse situations that may affect a customer's ability to repay, estimated value of any underlying collateral and prevailing economic conditions. We make adjustments to our allowance for credit losses if the evaluation of reserve requirements differs from the actual aggregate reserve. This evaluation is inherently subjective because our estimates may be revised as more information becomes available.

Accounting for income taxes

We are subject to income taxes in the U.S. and numerous foreign jurisdictions. When we prepare our consolidated financial statements, we are required to estimate our income taxes in each of the jurisdictions in which we operate. We record this amount as a provision for our taxes in accordance with SFAS No. 109, *Accounting for Income Taxes*.

In June 2006, the Financial Accounting Standards Board issued FASB Interpretation (FIN) No. 48, *Accounting for Uncertainty in Income Taxes* ("FIN 48"), which supplements Statement of Financial Accounting Standard No. 109, *Accounting for Income Taxes*, by defining the confidence level that a tax position must meet in order to be recognized in the financial statements. FIN 48 requires a two-step approach under which the tax effect of a position is recognized only if it is "more-likely-than-not" to be sustained and the amount of the tax benefit recognized is equal to the largest tax benefit that is greater than 50 percent likely of being realized upon ultimate settlement of the tax position. This is a different standard for recognition than the approach previously required. Both approaches require us to exercise considerable judgment and estimates are inherent in both processes.

We regularly assess the likelihood of tax adjustments in each of the tax jurisdictions in which we operate and account for the related financial statement implications. We have established tax reserves which we believe to be appropriate given the possibility of tax adjustments. Determining the appropriate level of tax reserves requires us to exercise judgment regarding the uncertain application of tax law. We adjust the amount of reserves when information becomes available or when an event occurs indicating a change in the reserve is appropriate. Future changes in tax reserve requirements could have a material impact on our results of operations.

Based on our 2008 income from continuing operations before income taxes and minority interest, a 1% change in our effective tax rate would impact income from continuing operations by approximately \$7 million.

Long-lived assets

Useful lives of long-lived assets

We depreciate property, plant and equipment and rental property and equipment principally using the straight-line method over estimated useful lives: machinery and equipment principally 3 to 15 years and buildings up to 50 years. We depreciate other depreciable assets using either the straight-line method or accelerated methods. We amortize properties leased under capital leases on a straight-line basis over the primary lease terms. We amortize capitalized costs related to internally developed software using the straight-line method over the estimated useful life, which is principally 3 to 10 years. Intangible assets with finite lives are amortized over their estimated useful lives, which are principally 4 to 15 years. Our estimates of useful lives could be affected by changes in regulatory provisions, technology or business plans.

Impairment review

We evaluate the recoverability of our long-lived assets, including goodwill and intangible assets, on an annual basis or as circumstances warrant. Our goodwill impairment review requires judgment, including the identification of reporting units, assigning assets and liabilities to reporting units, assigning goodwill to reporting units and determining the fair value of each reporting unit. Significant judgments required to estimate the fair value of reporting units include estimating future cash flows, determining appropriate discount rates and other assumptions. We use internal discounted cash flow estimates, quoted market prices when available and appraisals as appropriate to determine fair value. We derive the cash flow estimates from our historical experience and our future long-term business plans and apply an appropriate discount rate. When available and as appropriate, we use comparative market multiples to corroborate discounted cash flow results. Changes in these estimates and assumptions could materially affect the determination of fair value and/or goodwill impairment for each reporting unit.

See Note 14 to the Consolidated Financial Statements for further details on our transition initiatives and asset impairments recorded in 2008. We believe that we have no unrecorded asset impairments at December 31, 2008. However, future events and circumstances, some of which are described below, may result in an impairment charge:

- Changes in postal regulations governing the types of meters allowable for use.
- New technological developments that provide significantly enhanced benefits over current technology.
- Significant ongoing negative economic or industry trends.
- Changes in our business strategy that alters the expected usage of the related assets.
- Future economic results that are below our expectations used in the current assessments.

Pension benefits

Assumptions and estimates

The valuation and calculation of our net pension expense, assets and obligations are dependent on various assumptions and estimates. We make assumptions relating to discount rate, rate of compensation increase, expected return on plan assets and other factors. These assumptions are evaluated and updated annually and are described in further detail in Note 13 to the Consolidated Financial Statements. The following assumptions relate to our U.S. qualified pension plan, which is our largest plan. We determine our discount rate for the U.S. retirement benefit plan by using a model that discounts each year's estimated benefit payments by an applicable spot rate. These spot rates are derived from a yield curve created from a large number of high quality corporate bonds. Accordingly, our discount rate assumption was 6.05% at December 31, 2008 and 6.15% at December 31, 2007. The rate of compensation increase assumption reflects our actual experience and best estimate of future increases. Our estimate of the rate of compensation increase was 4.25% at December 31, 2008 and 4.5% at December 31, 2007. Our expected return on plan assets is determined based on historical portfolio results, the plan's asset mix and future expectations of market rates of return on the types of assets in the plan. Our expected return on plan assets assumption was 8.0% in 2008 and 8.5% at December 31, 2007.

Sensitivity to changes in assumptions:

U.S. Pension Plan

- Discount rate – a 0.25% increase in the discount rate would decrease annual pension expense by approximately \$2.8 million and would lower the projected benefit obligation by \$39.8 million.
- Rate of compensation increase – a 0.25% increase in the rate of compensation increase would increase annual pension expense by approximately \$2.5 million.
- Expected return on plan assets – a 0.25% increase in the expected return on assets of our principal plans would decrease annual pension expense by approximately \$3.8 million.

The following assumptions relate to our U.K. qualified pension plan, which is our largest foreign plan. We determine our discount rate for the U.K. retirement benefit plan by using a model that discounts each year's estimated benefit payments by an applicable spot rate. These spot rates are derived from a yield curve created from a large number of high quality corporate bonds. Accordingly, our discount rate assumption was 6.3% at December 31, 2008 and 5.8% at December 31, 2007. The rate of compensation increase assumption reflects our actual experience and best estimate of future increases. Our estimate of the rate of compensation increase was 4.3% at December 31, 2008 and 4.7% at December 31, 2007. Our expected return on plan assets is determined based on historical portfolio results, the plan's asset mix and future expectations of market rates of return on the types of assets in the plan. Our expected return on plan assets assumption was 7.25% in 2008 and 7.75% at December 31, 2007.

U.K. Pension Plan

- Discount rate – a 0.25% increase in the discount rate would decrease annual pension expense by approximately \$2.0 million and would lower the projected benefit obligation by \$12.3 million.
- Rate of compensation increase – a 0.25% increase in the rate of compensation increase would increase annual pension expense by approximately \$0.7 million.
- Expected return on plan assets – a 0.25% increase in the expected return on assets of our principal plans would decrease annual pension expense by approximately \$0.9 million.

Delayed recognition principles

In accordance with SFAS No. 87, *Employers' Accounting for Pensions*, actual pension plan results that differ from our assumptions and estimates are accumulated and amortized over the estimated future working life of the plan participants and will therefore affect pension expense recognized and obligations recorded in future periods. We also base our net pension expense primarily on a market related valuation of plan assets. In accordance with this approach, we recognize differences between the actual and expected return on plan assets primarily over a five-year period and as a result future pension expense will be impacted when these previously deferred gains or losses are recorded. See the new accounting pronouncements below for the effect of SFAS No. 158, *Employers' Accounting for Defined Pension and Other Post Retirement Plans an amendment of FASB Statements No. 87, 88, 106 and 132(R)*.

Investment related risks and uncertainties

We invest our pension plan assets in a variety of investment securities in accordance with our strategic asset allocation policy. The composition of our U.S. pension plan assets at December 31, 2008 was approximately 50% equity securities, 39% fixed income securities, 7% real estate investments and 4% private equity investments. The composition of our U.K. pension plan assets at December 31, 2008 was approximately 63% equity securities, 33% fixed income securities and 4% cash. Investment securities are exposed to various risks such as interest rate, market and credit risks. In particular, due to the level of risk associated with equity securities, it is reasonably possible that changes in the values of such investment securities will occur and that such changes could materially affect our future results.

New Accounting Pronouncements

In June 2006, the Financial Accounting Standards Board ("FASB") issued FASB Interpretation (FIN) No. 48, *Accounting for Uncertainty in Income Taxes* ("FIN 48"), which supplements Statement of Financial Accounting Standard No. 109, *Accounting for Income Taxes*, by defining the confidence level that a tax position must meet in order to be recognized in the financial statements. FIN 48 requires the tax effect of a position to be recognized only if it is "more-likely-than-not" to be sustained based solely on its technical merits as of the reporting date. If a tax position is not considered more-likely-than-not to be sustained based solely on its technical merits, no benefits of the position are recognized. This is a different standard for recognition than was previously required. The more-likely-than-not threshold must continue to be met in each reporting period to support continued recognition of a benefit. At adoption, companies adjusted their financial statements to reflect only those tax positions that were more-likely-than-not to be sustained as of the adoption date. Any necessary adjustment was recorded directly to opening retained earnings in the period of adoption and reported as a change in accounting principle. We adopted the provisions of FIN 48 on January 1, 2007 which resulted in a decrease to opening retained earnings of \$84.4 million, with a corresponding increase in our tax liabilities.

In September 2006, the FASB issued Statement of Financial Accounting Standards (“SFAS”) No. 157, *Fair Value Measurements* (“SFAS 157”), to define how the fair value of assets and liabilities should be measured in accounting standards where it is allowed or required. In addition to defining fair value, the Statement established a framework within GAAP for measuring fair value and expanded required disclosures surrounding fair value measurements. In February 2008, the FASB issued FASB Staff Position (FSP). FAS 157-2, *Effective Date of FASB Statement No. 157*, which delayed the effective date by one year for all nonfinancial assets and nonfinancial liabilities, except those that are recognized or disclosed at fair value in the financial statements on a recurring basis. In October 2008, the FASB issued FSP FAS 157-3, *Determining the Fair Value of a Financial Asset When the Market for That Asset Is Not Active*. This FSP is effective immediately and includes those periods for which financial statements have not been issued. We adopted this Statement for financial assets and financial liabilities on January 1, 2008, and the adoption did not have a material impact on our financial position, results of operations, or cash flows. We do not expect the adoption of this Statement for nonfinancial items effective January 1, 2009 to have a material impact on our financial position, results of operations, or cash flows. We currently do not have any financial assets that are valued using inactive markets, and as such are not impacted by the issuance of FSP 157-3. See Note 19 to the Consolidated Financial Statements for additional discussion on fair value measurements.

In September 2006, the FASB issued SFAS No. 158, *Employers’ Accounting for Defined Benefit Pension and Other Postretirement Plans an amendment of FASB Statements No. 87, 88, 106 and 132(R)* (“SFAS 158”), which required recognition of the overfunded or underfunded status of pension and other postretirement benefit plans on the balance sheet. Under SFAS 158, gains and losses, prior service costs and credits, and any remaining transition amounts under SFAS No. 87 and SFAS No. 106 that have not yet been recognized through net periodic benefit cost were recognized in accumulated other comprehensive income, net of tax effects, until they are amortized as a component of net periodic cost. Our adoption of the provisions of SFAS 158 reduced stockholders’ equity by \$297 million at December 31, 2006. SFAS 158 did not affect our results of operations or cash flows.

In December 2007, the FASB issued SFAS No. 141(R), *Business Combinations* (“SFAS 141(R)”). SFAS 141(R) establishes principles and requirements for how a company (a) recognizes and measures in their financial statements the identifiable assets acquired, the liabilities assumed, and any noncontrolling interest (previously referred to as minority interest); (b) recognizes and measures the goodwill acquired in a business combination or a gain from a bargain purchase; and (c) determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of a business combination. SFAS 141(R) requires fair value measurements at the date of acquisition, with limited exceptions specified in the Statement. Some of the major impacts of this new standard include expense recognition for transaction costs and restructuring costs. SFAS 141(R) is effective for fiscal years beginning on or after December 15, 2008 and will be applied prospectively. We do not expect the adoption of this Statement to have a material impact on our financial position, results of operations, or cash flows.

In December 2007, the FASB issued SFAS No. 160, *Noncontrolling Interests in Consolidated Financial Statements, an amendment of ARB No. 51* (“SFAS 160”). SFAS 160 addresses the accounting and reporting for the outstanding noncontrolling interest (previously referred to as minority interest) in a subsidiary and for the deconsolidation of a subsidiary. It also establishes additional disclosures in the consolidated financial statements that identify and distinguish between the interests of the parent’s owners and of the noncontrolling owners of a subsidiary. SFAS 160 requires changes in ownership interest that do not result in deconsolidation to be accounted for as equity transactions. This Statement requires that a parent recognize a gain or loss in net income when a subsidiary is deconsolidated. This gain or loss is measured using the fair value of the noncontrolling equity investment. This Statement is effective for fiscal years beginning on or after December 15, 2008. SFAS 160 requires retroactive adoption of the presentation and disclosure requirements for existing minority interests. All other requirements of SFAS 160 are applied prospectively. We do not expect the adoption of this Statement to have a material impact on our financial position, results of operations, or cash flows.

In March 2008, the FASB issued SFAS No. 161, *Disclosures about Derivative Instruments and Hedging Activities* (“SFAS 161”). SFAS 161 requires enhanced disclosures about (a) how and why an entity uses derivative instruments, (b) how derivative instruments and related hedged items are accounted for under SFAS No. 133, *Accounting for Derivative Instruments and Hedging Activities*, and its related interpretations, and (c) how derivative instruments and related hedged items affect an entity’s financial position, financial performance, and cash flows. This Statement is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008. This Statement encourages, but does not require, comparative disclosures for earlier periods at initial adoption. The adoption of this Statement will require us to present currently disclosed information in a tabular format and will also expand our disclosures concerning where derivatives are reported on the balance sheet and where gains/losses are recognized in the results of operations. The Company will comply with the disclosure requirements of this Statement beginning in the first quarter of 2009.

In April 2008, the FASB issued FSP FAS 142-3, *Determination of the Useful Life of Intangible Assets* (“FSP FAS 142-3”). FSP FAS 142-3 removed the requirement of SFAS No. 142, *Goodwill and Other Intangible Assets* (“SFAS 142”), for an entity to consider, when determining the useful life of an acquired intangible asset, whether the intangible asset can be renewed without substantial cost or material modification to the existing terms and conditions associated with the intangible asset. FSP FAS 142-3 replaces the previous useful life assessment criteria with a requirement that an entity considers its own experience in renewing similar

arrangements. If the entity has no relevant experience, it would consider market participant assumptions regarding renewal. This should lead to greater consistency between the useful life of recognized intangibles under SFAS 142 and the period of expected cash flows used to measure fair value of such assets under SFAS No. 141(R), *Business Combinations*. FSP FAS 142-3 will be applied prospectively beginning January 1, 2009. We do not expect the adoption of this Statement to have a material impact on our financial position, results of operations, or cash flows.

In May 2008, the FASB issued SFAS No. 162, *The Hierarchy of Generally Accepted Accounting Principles* ("SFAS 162"). SFAS 162 identifies the sources of accounting principles and the framework for selecting the principles to be used in the preparation of financial statements of nongovernmental entities that are presented in conformity with U.S. GAAP. SFAS 162 is effective for fiscal years beginning after November 15, 2008. The adoption of this Statement did not result in a change in current practice.

In September 2008, the FASB issued FSP FAS 133-1 and FASB Interpretation (FIN) No. 45-4, *Disclosures about Credit Derivatives and Certain Guarantees: An Amendment of FASB Statement No. 133 and FASB Interpretation No. 45; and Clarification of the Effective Date of FASB Statement No. 161*. The FSP amends SFAS No. 133 to require a seller of credit derivatives, including credit derivatives embedded in a hybrid instrument, to provide certain disclosures for each statement of financial position presented. These disclosures are required even if the likelihood of having to make payments is remote. To make the disclosures consistent with the disclosures that will now be required for credit derivatives, FIN No. 45-4 was issued to require guarantors to disclose the current status of the payment/performance risk of the guarantee. This FSP also clarifies that SFAS 161 is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008. The FSP is effective for reporting periods ending after November 15, 2008. The Company does not sell credit derivatives. The Company has complied with the additional disclosure requirement for guarantees in the fourth quarter of 2008.

In December 2008, the FASB issued FSP FAS 132(R)-1, *Employers' Disclosures about Postretirement Benefit Plan Assets*, which amends Statement No. 132(R) to require more detailed disclosures about employer's plan assets, including investment strategies, major categories of assets, concentrations of risk within plan assets and valuation techniques used to measure the fair value of assets. The FSP is effective for fiscal years ending after December 15, 2009. The Company will comply with the additional disclosure requirements.

Legal and Regulatory Matters

Legal

See Legal Proceedings in Item 3 of this Form 10-K for information regarding our legal proceedings.

Income taxes

We regularly assess the likelihood of tax adjustments in each of the tax jurisdictions in which we have operations and account for the related financial statement implications. Tax reserves have been established which we believe to be appropriate given the possibility of tax adjustments. Determining the appropriate level of tax reserves requires us to exercise judgment regarding the uncertain application of tax law. The amount of reserves is adjusted when information becomes available or when an event occurs indicating a change in the reserves is appropriate. Future changes in tax reserve requirements could have a material impact on our results of operations.

We are continually under examination by tax authorities in the United States, other countries and local jurisdictions in which we have operations. The years under examination vary by jurisdiction. The current IRS exam of tax years 2001-2004 is estimated to be completed within the next two years. In connection with this exam, we have recently received notices of proposed adjustments to our filed returns. We have accrued our best estimate of the tax, interest and penalties that may result from these proposed adjustments in accordance with FIN 48. We are disputing a formal request from the IRS in the form of a civil summons to provide certain company workpapers. We believe that certain documents being sought should not be produced because they are privileged. In a similar case, the U.S. Court of Appeals for the First Circuit ruled that certain company workpapers were privileged, however, the case was remanded to the lower court to consider other related issues. Also in connection with the 2001-2004 audits, we have entered into a settlement with the IRS regarding the tax treatment of certain lease transactions related to the Capital Services business that we sold in 2006. Prior to 2007, we accrued and paid the IRS the additional tax and interest associated with this settlement. A variety of post-1999 tax years remain subject to examination by other tax authorities, including the U.K., Canada, France, Germany and various U.S. states. We have accrued our best estimate of the tax, interest and penalties that may result from these tax uncertainties in these and other jurisdictions in accordance with FIN 48. However, the resolution of such matters could have a material impact on our results of operations, financial position and cash flows.

In August 2006, we reached a settlement with the IRS governing all outstanding tax audit issues in dispute for the tax years through 2000. Accordingly, in 2006 we recorded \$61 million of additional tax expense. Of the \$61 million, \$41 million related to the Capital

Services business and was included in discontinued operations and \$20 million was included in continuing operations. The federal statute of limitations for these years has now expired. In 2006, we accrued in discontinued operations an additional tax expense of \$16.2 million to record the impact of the Tax Increase Prevention and Reconciliation Act ("TIPRA"). The TIPRA legislation repealed the exclusion from federal income taxation of a portion of the income generated from certain leveraged leases of aircraft by foreign sales corporations. See Note 2 to the Consolidated Financial Statements for further discussion of the discontinued operations.

During 2009, we expect to reverse tax benefits of approximately \$11 to \$13 million associated with the expiration of vested stock options and the vesting of restricted stock units previously granted to our employees. This write-off of deferred tax assets will not increase the amount of tax to be paid.

Effects of Inflation and Foreign Exchange

Inflation, although moderate in recent years, continues to affect worldwide economies and the way companies operate. It increases labor costs and operating expenses, and raises costs associated with replacement of fixed assets such as rental equipment. Despite these growing costs and the USPS meter migration initiatives, we have generally been able to maintain profit margins through productivity and efficiency improvements, continual review of both manufacturing capacity and operating expense levels, and, where applicable, price increases.

Currency translation increased our 2008 revenue by approximately 0.5%. Also, currency translation gains increased our income before taxes by \$2 million. Based on the current contribution from our international operations, a 1% increase in the value of the U.S. dollar would result in a decline in revenue of approximately \$19 million and a decline in income from continuing operations before income taxes and minority interest of approximately \$2 million.

Although not affecting income, balance sheet related deferred translation losses of \$305 million were recorded in 2008 resulting primarily from the strengthening U.S. dollar as compared to the British pound, Euro and Canadian dollar. During 2007, we recorded deferred translation gains of \$165 million resulting primarily from the stronger British pound, Euro and Canadian dollar, as compared to the U.S. dollar. During 2006, we recorded deferred translation gains of \$83 million resulting primarily from the stronger British pound, Euro and Canadian dollar, as compared to the U.S. dollar.

The results of our international operations are subject to currency fluctuations. We enter into foreign exchange contracts primarily to reduce our risk of loss from such fluctuations. Exchange rates can also impact settlement of our intercompany receivables and payables that result from transfers of finished goods inventories between our affiliates in different countries, and intercompany loans. See Note 19 to the Consolidated Financial Statements for further details.

At December 31, 2008, we had \$250 million of foreign exchange contracts outstanding, all maturing in 2009, to buy or sell various currencies. As a result of the use of derivative instruments, we are exposed to counterparty risk. To mitigate such risks, we enter into contracts with only those financial institutions that meet stringent credit requirements as set forth in our derivative policy. We regularly review our credit exposure balances as well as the creditworthiness of our counterparties. Maximum risk of loss on these contracts is limited to the amount of the difference between the spot rate at the date of the contract delivery and the contracted rate.

Dividends

It is a general practice of our Board of Directors to pay a cash dividend on common stock each quarter. In setting dividend payments, our board considers the dividend rate in relation to our recent and projected earnings and our capital investment opportunities and requirements. We have paid a dividend each year since 1934.

Forward-Looking Statements

We want to caution readers that any forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 in this Form 10-K, other reports or press releases or made by our management involve risks and uncertainties which may change based on various important factors. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. These forward-looking statements are those which talk about our current expectations as to the future and include, but are not limited to, statements about the amounts, timing and results of possible restructuring charges and future earnings. Words such as “estimate,” “project,” “plan,” “believe,” “expect,” “anticipate,” “intend,” and similar expressions may identify such forward-looking statements. Some of the factors which could cause future financial performance to differ materially from the expectations as expressed in any forward-looking statement made by or on our behalf include:

- changes in international or national political conditions, including any terrorist attacks
- negative developments in economic conditions, including adverse impacts on customer demand
- changes in postal regulations
- timely development and acceptance of new products
- success in gaining product approval in new markets where regulatory approval is required
- successful entry into new markets
- mailers’ utilization of alternative means of communication or competitors’ products
- our success at managing customer credit risk
- our success at managing costs associated with our strategy of outsourcing functions and operations not central to our business
- changes in interest rates
- foreign currency fluctuations
- cost, timing and execution of our transition plans including any potential asset impairments
- regulatory approvals and satisfaction of other conditions to consummation of any acquisitions and integration of recent acquisitions
- interrupted use of key information systems
- changes in privacy laws
- intellectual property infringement claims
- impact on mail volume resulting from current concerns over the use of the mail for transmitting harmful biological agents
- third-party suppliers’ ability to provide product components, assemblies or inventories
- negative income tax adjustments for prior audit years and changes in tax laws or regulations
- changes in pension and retiree medical costs
- acts of nature

ITEM 7A. – QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to the impact of interest rate changes and foreign currency fluctuations due to our investing and funding activities and our operations denominated in different foreign currencies.

We manage our exposure to changes in interest rates by limiting its impact on earnings and cash flows and lowering our overall borrowing costs. We use a balanced mix of debt maturities and variable and fixed rate debt together with interest rate swaps to execute our strategy.

Our objective in managing our exposure to foreign currency fluctuations is to reduce the volatility in earnings and cash flows associated with the effect of foreign exchange rate changes on transactions that are denominated in foreign currencies. Accordingly, we enter into various contracts, which change in value as foreign exchange rates change, to protect the value of external and intercompany transactions. The principal currencies actively hedged are the British pound, Canadian dollar and Euro.

We employ established policies and procedures governing the use of financial instruments to manage our exposure to such risks. We do not enter into foreign currency or interest rate transactions for speculative purposes. The gains and losses on these contracts offset changes in the value of the related exposures.

We utilize a “Value-at-Risk” (VaR) model to determine the maximum potential loss in fair value from changes in market conditions. The VaR model utilizes a “variance/co-variance” approach and assumes normal market conditions, a 95% confidence level and a one-day holding period. The model includes all of our debt and all interest rate and foreign exchange derivative contracts. The model

excludes anticipated transactions, firm commitments, and receivables and accounts payable denominated in foreign currencies, which certain of these instruments are intended to hedge.

The VaR model is a risk analysis tool and does not purport to represent actual losses in fair value that will be incurred by us, nor does it consider the potential effect of favorable changes in market factors.

During 2008 and 2007, our maximum potential one-day loss in fair value of our exposure to foreign exchange rates and interest rates, using the variance/co-variance technique described above, was not material.

ITEM 8. – FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

See “Index to Consolidated Financial Statements and Supplemental Data” on Page 38 of this Form 10-K.

ITEM 9. – CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. – CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Under the direction of our Chief Executive Officer and Chief Financial Officer, we evaluated our disclosure controls and procedures (as defined in Rule 13a-15(e) or Rule 15a-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) and internal control over financial reporting. The CEO and CFO concluded that such disclosure controls and procedures were effective as of December 31, 2008, based on the evaluation of these controls and procedures required by paragraph (b) of Rule 13a-15 or Rule 15d-15 under the Exchange Act. In addition, no change in internal control over financial reporting occurred during the year ended December 31, 2008, that has materially affected, or is reasonably likely to materially affect, such internal control over financial reporting. It should be noted that any system of controls is based in part upon certain assumptions designed to obtain reasonable (and not absolute) assurance as to its effectiveness, and there can be no assurance that any design will succeed in achieving its stated goals. Notwithstanding this caution, the CEO and CFO have reasonable assurance that the disclosure controls and procedures were effective as of December 31, 2008.

Management’s Report on Internal Control Over Financial Reporting

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. The Company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with internal control policies or procedures may deteriorate.

Management assessed the effectiveness of the Company’s internal control over financial reporting as of December 31, 2008. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control - Integrated Framework*. Management’s assessment included evaluating the design of the Company’s internal control over financial reporting and testing of the operational effectiveness of the Company’s internal control over financial reporting. Based on our assessment, we concluded that, as of December 31, 2008, the Company’s internal control over financial reporting was effective based on the criteria issued by COSO in *Internal Control – Integrated Framework*.

PricewaterhouseCoopers LLP, the independent accountants that audited the Company’s financial statements included in this Form 10-K, has issued an attestation report on the Company’s internal control over financial reporting, which report is included on page 39 of this Form 10-K.

ITEM 9B. – OTHER INFORMATION

None.

PART III

ITEM 10. – DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information pertaining to Directors of the Company and the Audit Committee of the Board of Directors is incorporated herein by reference to the sections entitled “Compensation Committee Interlocks and Insider Participation,” “Election of Directors,” “Security Ownership of Directors and Executive Officers,” “Beneficial Ownership,” “Report of the Audit Committee” and “Corporate Governance” of the Definitive Proxy Statement to be filed with the Commission pursuant to Regulation 14A in connection with the Company’s 2009 Annual Meeting of Stockholders, which is scheduled to be held on May 11, 2009. Such Definitive Proxy Statement will be filed with the Commission not later than 120 days after the conclusion of the Company’s fiscal year ended December 31, 2008 and is incorporated herein by reference. Executive officers of the Company are as follows:

Executive Officers of the Registrant as of February 26, 2009

<u>Name</u>	<u>Age</u>	<u>Title</u>	<u>Executive Officer Since</u>
Murray D. Martin	61	Chairman, President and Chief Executive Officer	1998
Leslie Abi-Karam	50	Executive Vice President and President, Mailing Solutions Management	2005
Gregory E. Buoncontri	61	Executive Vice President and Chief Information Officer	2000
Elise R. DeBois	53	Executive Vice President and President, Global Financial Services	2005
Vincent R. De Palma	51	Executive Vice President and President, Pitney Bowes Management Services	2005
David C. Dobson	46	Executive Vice President and Chief Strategy and Innovation Officer	2008
Patrick J. Keddy	54	Executive Vice President and President, Mailstream International	2005
Michael Monahan	48	Executive Vice President and Chief Financial Officer	2005
Vicki A. O’Meara	51	Executive Vice President and Chief Legal and Compliance Officer	2008
Johnna G. Torsone	58	Executive Vice President and Chief Human Resources Officer	1993

There is no family relationship among the above officers, all of whom have served in various corporate, division or subsidiary positions with the Company for at least the past five years except as described below:

Mr. De Palma joined the Company in June 2005 as President, Pitney Bowes Management Services. Prior to joining the Company, Mr. De Palma was with Automatic Data Processing (ADP) where he was a Corporate Officer and served as President of ADP Benefit Services. Mr. De Palma has also held senior management positions at Petroleum Heat & Power Company and McKinsey & Company.

Mr. Dobson joined the Company in July 2008 as Executive Vice President and Chief Strategy and Innovation Officer. Mr. Dobson previously served as the Chief Executive Officer of Corel Corporation, a leading global packaged software company, since June 2005. From February 2004 to June 2005, Mr. Dobson served as Corporate Vice President, Strategy at IBM Corporation, a leading developer and manufacturer of information technologies.

Ms. O’Meara joined the Company in June 2008 as Executive Vice President and Chief Legal and Compliance Officer. Prior to joining the Company, she was President - U.S. Supply Chain Solutions for Ryder System, Inc., a leading transportation and supply chain solutions company. Ms. O’Meara joined Ryder System, Inc. as Executive Vice President and General Counsel in June 1997.

ITEM 11. – EXECUTIVE COMPENSATION

The sections entitled “Directors’ Compensation,” “Compensation Discussion and Analysis”, and “Executive Compensation Tables and Related Narrative” of the Pitney Bowes Inc. Definitive Proxy Statement to be filed with the Commission on or before March 31, 2009 in connection with the Company’s 2009 Annual Meeting of Stockholders are incorporated herein by reference.

ITEM 12. – SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

EQUITY COMPENSATION PLAN INFORMATION TABLE

The following table provides information as of December 31, 2008 regarding the number of shares of the Company’s common stock that may be issued under the Company’s equity compensation plans.

Plan Category	(a) Number of securities to be issued upon exercise of outstanding options, warrants and rights	(b) Weighted-average exercise price of outstanding options, warrants and rights	(c) Number of securities remaining available for future issuance under equity compensation plans excluding securities reflected in column (a)
Equity compensation plans approved by security holders	19,599,351	\$ 42.42	14,677,468
Equity compensation plans not approved by security holders	—	—	—
Total	19,599,351	\$ 42.42	14,677,468

The sections entitled “How much stock is owned by directors and executive officers?” and “Security Ownership” of the Pitney Bowes Inc. Definitive Proxy Statement to be filed with the Commission on or before March 31, 2009 in connection with the Company’s 2009 Annual Meeting of Stockholders are incorporated herein by reference.

ITEM 13. – CERTAIN RELATIONSHIPS, RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The sections entitled “Corporate Governance” and “Certain Relationships and Related-Person Transactions” of the Pitney Bowes Inc. Definitive Proxy Statement to be filed with the Commission on or before March 31, 2009 in connection with the Company’s 2009 Annual Meeting of Stockholders are incorporated herein by reference.

ITEM 14. – PRINCIPAL ACCOUNTANT FEES AND SERVICES

The section entitled “Principal Accountant Fees and Services” of the Pitney Bowes Inc. Definitive Proxy Statement to be filed with the Commission on or before March 31, 2009 in connection with the Company’s 2009 Annual Meeting of Stockholders is incorporated herein by reference.

PART IV

ITEM 15. – EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

- (a) 1. Financial statements - see Item 8 on page 31 and “Index to Consolidated Financial Statements and Supplemental Data” on page 38 of this Form 10-K.
2. Financial statement schedules - see “Index to Consolidated Financial Statements and Supplemental Data” on page 38 of this Form 10-K.
3. Exhibits (numbered in accordance with Item 601 of Regulation S-K).

Reg. S-K exhibits	Description	Status or incorporation by reference
(3)(a)	Restated Certificate of Incorporation, as amended	Incorporated by reference to Exhibit (3) to Form 10-Q as filed with the Commission on August 14, 1996. (Commission file number 1-3579)
(a.1)	Certificate of Amendment to the Restated Certificate of Incorporation (as amended May 29, 1996)	Incorporated by reference to Exhibit (a.1) to Form 10-K as filed with the Commission on March 27, 1998. (Commission file number 1-3579)
(b)	Pitney Bowes Inc. Amended and Restated By-laws	Incorporated by reference to Exhibit (3)(ii) to Form 10-Q as filed with the Commission on August 6, 2007. (Commission file number 1-3579)
(4)(a)	Preference Share Purchase Rights Agreement dated December 11, 1995 between the Company and Chemical Mellon Shareholder Services, LLC, as Rights Agent, as amended	Incorporated by reference to Exhibit (4) to Form 8-K as filed with the Commission on March 13, 1996. (Commission file number 1-3579)
(a.1)	Certificate of amendment to the Preference Share Purchase Rights Agreement dated December 11, 1995 between the Company and Chemical Mellon Shareholder Services, LLC, as Rights Agent, as amended December 8, 1998	Incorporated by reference to Exhibit (4.4) to Form 8-A/A as filed with the Commission on December 19, 2003. (Commission file number 1-3579)
(b)	Form of Indenture between the Company and SunTrust Bank, as Trustee	Incorporated by reference to Exhibit 4.4 to Registration Statement on Form S-3 (No. 333-72304) as filed with the Commission on October 26, 2001.
(c)	Supplemental Indenture No. 1 dated April 18, 2003 between the Company and SunTrust Bank, as Trustee	Incorporated by reference to Exhibit 4.1 to Form 8-K as filed with the Commission on August 18, 2004.
(d)	Form of Indenture between the Company and Citibank, N.A., as Trustee, dated as of February 14, 2005	Incorporated by reference to Exhibit 4(a) to Registration Statement on Form S-3ASR (No. 333-151753) as filed with the Commission on June 18, 2008.
(e)	First Supplemental Indenture, by and among Pitney Bowes Inc., The Bank of New York, and Citibank, N.A., to the Indenture, dated as of February 14, 2005, by and between the Company and Citibank	Incorporated by reference to Exhibit 4.1 to Form 8-K as filed with the Commission on October 24, 2007. (Commission file number 1-3579)
(f)	Pitney Bowes Inc. Global Medium-Term Note (Fixed Rate), issue date March 7, 2008	Incorporated by reference to Exhibit 4(d)(1) to Form 8-K as filed with the Commission on March 7, 2008. (Commission file number 1-3579)

The Company has outstanding certain other long-term indebtedness. Such long-term indebtedness does not exceed 10% of the total assets of the Company; therefore, copies of instruments defining the rights of holders of such indebtedness are not included as exhibits. The Company agrees to furnish copies of such instruments to the SEC upon request.

Executive Compensation Plans:

- | | | |
|---------|--|---|
| (10)(a) | Retirement Plan for Directors of Pitney Bowes Inc. | Incorporated by reference to Exhibit (10a) to Form 10-K as filed with the Commission on March 30, 1993. (Commission |
|---------|--|---|

		file number 1-3579)
(b)	Pitney Bowes Inc. Directors' Stock Plan (as amended and restated 1999)	Incorporated by reference to Exhibit (i) to Form 10-K as filed with the Commission on March 30, 2000. (Commission file number 1-3579)
(b.1)	Pitney Bowes Inc. Directors' Stock Plan (Amendment No. 1, effective as of May 12, 2003)	Incorporated by reference to Exhibit (10) to Form 10-Q as filed with the Commission on August 11, 2003. (Commission file number 1-3579)
(b.2)	Pitney Bowes Inc. Directors' Stock Plan (Amendment No. 2 effective as of May 1, 2007)	Incorporated by reference to Exhibit (10.(b.2)) to Form 10-K as filed with the Commission on March 1, 2007 (Commission file number 1-3579)
(c)	Pitney Bowes 1991 Stock Plan (as amended and restated)	Incorporated by reference to Exhibit (10) to Form 10-Q as filed with the Commission on May 14, 1998. (Commission file number 1-3579)
(c.1)	Pitney Bowes 1998 Stock Plan (as amended and restated)	Incorporated by reference to Exhibit (ii) to Form 10-K as filed with the Commission on March 30, 2000. (Commission file number 1-3579)
(c.2)	Pitney Bowes Stock Plan (as amended and restated as of January 1, 2002)	Incorporated by reference to Annex 1 to the Definitive Proxy Statement for the 2002 Annual Meeting of Stockholders filed with the Commission on March 26, 2002. (Commission file number 1-3579)
(c.3)	Pitney Bowes Inc. 2007 Stock Plan	Incorporated by reference to Exhibit 10.1 to Form 10-Q as filed with the Commission on August 6, 2007 (Commission file number 1-3579)
(d)	Pitney Bowes Inc. Key Employees' Incentive Plan (as amended and restated October 1, 2007)	Exhibit (i)
(e)	Pitney Bowes Severance Plan (as amended, and restated effective January 1, 2008)	Incorporated by reference to Exhibit (10)(e) to Form 10-K as filed with the Commission on February 29, 2008. (Commission file number 1-3579)
(f)	Pitney Bowes Senior Executive Severance Policy (amended and restated as of January 1, 2008)	Incorporated by reference to Exhibit (10)(f) to Form 10-K as filed with the Commission on February 29, 2008. (Commission file number 1-3579)
(g)	Pitney Bowes Inc. Deferred Incentive Savings Plan for the Board of Directors, as amended and restated effective January 1, 2009	Exhibit (ii)
(g.1)	Pitney Bowes Inc. Deferred Incentive Savings Plan for the Board of Directors (as amended and restated 1999)	Incorporated by reference to Exhibit (iii) to Form 10-K as filed with the Commission on March 30, 2000. (Commission file number 1-3579)
(h)	Pitney Bowes Inc. Deferred Incentive Savings Plan as amended and restated effective January 1, 2009	Exhibit (iii)
(i)	Pitney Bowes Inc. 1998 U.K. S.A.Y.E. Stock Option Plan	Incorporated by reference to Annex II to the Definitive Proxy Statement for the 2006 Annual Meeting of Stockholders filed with the Commission on March 23, 2006. (Commission file number 1-3579)
(j)	Form of Equity Compensation Grant Letter	Incorporated by reference to Exhibit (10)(n) to Form 10-Q as filed with the Commission on May 4, 2006. (Commission file number 1-3579)
(k)	Service Agreement between Pitney Bowes Limited and Patrick S. Keddy dated January 29, 2003	Incorporated by reference to Exhibit 10.2 to Form 8-K as filed with the Commission on February 17, 2006. (Commission file number 1-3579)
(l)	Separation Agreement and General Release dated April 14, 2008 by and between Pitney Bowes Inc. and Bruce P. Nolo	Incorporated by reference to Exhibit 10.1 to Form 8-K as filed with the Commission on April 15, 2008. (Commission file number 1-3579)

Other:

(m)	Amended and Restated Credit Agreement dated May 19, 2006 between the Company and JPMorgan Chase Bank, N.A., as Administrative Agent	Incorporated by reference to Exhibit 10.1 to Form 8-K as filed with the Commission on May 24, 2006. (Commission file number 1-3579)
(12)	Computation of ratio of earnings to fixed charges	Exhibit (iv)
(21)	Subsidiaries of the registrant	Exhibit (v)
(23)	Consent of experts and counsel	Exhibit (vi)
(31.1)	Certification of Chief Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as amended.	See page 143
(31.2)	Certification of Chief Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as amended.	See page 144
(32.1)	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350	See page 145
(32.2)	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350	See page 146

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 26, 2009

PITNEY BOWES INC.

Registrant

By: /s/ Murray D. Martin

Murray D. Martin
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Murray D. Martin _____ Murray D. Martin	Chairman, President and Chief Executive Officer – Director	February 26, 2009
/s/ Michael Monahan _____ Michael Monahan	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 26, 2009
/s/ Steven J. Green _____ Steven J. Green	Vice President–Finance and Chief Accounting Officer (Principal Accounting Officer)	February 26, 2009
/s/ Rodney C. Adkins _____ Rodney C. Adkins	Director	February 26, 2009
/s/ Linda G. Alvarado _____ Linda G. Alvarado	Director	February 26, 2009
/s/ Anne M. Busquet _____ Anne M. Busquet	Director	February 26, 2009
/s/ Anne Sutherland Fuchs _____ Anne Sutherland Fuchs	Director	February 26, 2009
/s/ Ernie Green _____ Ernie Green	Director	February 26, 2009
/s/ James H. Keyes _____ James H. Keyes	Director	February 26, 2009
/s/ John S. McFarlane _____ John S. McFarlane	Director	February 26, 2009
/s/ Eduardo R. Menascé	Director	February 26,

_____ Eduardo R. Menascé			2009
/s/ Michael I. Roth	Director		February 26, 2009
_____ Michael I. Roth			
/s/ David L. Shedlarz	Director		February 26, 2009
_____ David L. Shedlarz			
/s/ David B. Snow, Jr.	Director		February 26, 2009
_____ David B. Snow, Jr.			
/s/ Robert E. Weissman	Director		February 26, 2009
_____ Robert E. Weissman			

PITNEY BOWES INC.
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTAL DATA

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors of Pitney Bowes Inc.

In our opinion, the consolidated financial statements listed in the accompanying index present fairly, in all material respects, the financial position of Pitney Bowes Inc. and its subsidiaries at December 31, 2008 and 2007, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2008 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the accompanying index presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2008, based on criteria established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedule, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express opinions on these financial statements, on the financial statement schedule, and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As discussed in Note 1 to the consolidated financial statements, the Company changed the manner in which it accounts for defined benefit pension and other postretirement plans effective December 31, 2006 and the manner in which it accounts for uncertainty in income taxes in 2007.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

PricewaterhouseCoopers LLP
Stamford, Connecticut
February 26, 2009

PITNEY BOWES INC.
CONSOLIDATED STATEMENTS OF INCOME
(In thousands, except per share data)

	Years ended December 31,		
	2008	2007	2006
Revenue:			
Equipment sales	\$ 1,252,058	\$ 1,335,538	\$ 1,372,566
Supplies	392,414	393,478	339,594
Software	424,296	346,020	202,415
Rentals	728,160	739,130	785,068
Financing	772,711	790,121	725,131
Support services	768,424	760,915	716,556
Business services	1,924,242	1,764,593	1,588,688
Total revenue	6,262,305	6,129,795	5,730,018
Costs and expenses:			
Cost of equipment sales	663,430	696,900	693,535
Cost of supplies	103,870	106,702	90,035
Cost of software	101,357	82,097	42,951
Cost of rentals	153,831	171,191	171,491
Cost of support services	447,745	433,324	400,089
Cost of business services	1,508,098	1,380,541	1,242,226
Selling, general and administrative	1,948,473	1,907,160	1,764,260
Research and development	205,620	185,665	165,368
Restructuring charges and asset impairments	200,254	264,013	35,999
Interest expense	229,343	250,540	228,418
Interest income	(12,893)	(8,669)	(15,822)
Other income	—	(380)	(3,022)
Total costs and expenses	5,549,128	5,469,084	4,815,528
Income from continuing operations before income taxes and minority interest	713,177	660,711	914,490
Provision for income taxes	244,929	280,222	335,004
Minority interest (preferred stock dividends of subsidiaries)	20,755	19,242	13,827
Income from continuing operations	447,493	361,247	565,659
(Loss) income from discontinued operations, net of income tax	(27,700)	5,534	(460,312)
Net income	\$ 419,793	\$ 366,781	\$ 105,347
Basic earnings per share of common stock: (1)			
Continuing operations	\$ 2.15	\$ 1.65	\$ 2.54
Discontinued operations	(0.13)	0.03	(2.07)
Net income	\$ 2.01	\$ 1.68	\$ 0.47
Diluted earnings per share of common stock:			
Continuing operations	\$ 2.13	\$ 1.63	\$ 2.51
Discontinued operations	(0.13)	0.03	(2.04)
Net income	\$ 2.00	\$ 1.66	\$ 0.47

(1) The sum of earnings per share amounts may not equal the totals above due to rounding.

See Notes to Consolidated Financial Statements

PITNEY BOWES INC.
CONSOLIDATED BALANCE SHEETS
(In thousands, except per share data)

	December 31,	
	2008	2007
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 376,671	\$ 377,176
Short-term investments	21,551	63,279
Accounts receivables, gross	864,931	890,396
Allowance for doubtful accounts receivables	(45,264)	(49,324)
Accounts receivables, net	819,667	841,072
Finance receivables	1,501,678	1,544,345
Allowance for credit losses	(45,932)	(45,859)
Finance receivables, net	1,455,746	1,498,486
Inventories	161,321	197,962
Current income taxes	59,594	83,227
Other current assets and prepayments	138,063	174,199
Total current assets	3,032,613	3,235,401
Property, plant and equipment, net	574,260	627,918
Rental property and equipment, net	397,949	435,927
Finance receivables	1,445,822	1,566,285
Allowance for credit losses	(25,858)	(32,512)
Finance receivables, net	1,419,964	1,533,773
Investment in leveraged leases	201,921	249,191
Goodwill	2,251,830	2,299,858
Intangible assets, net	375,822	457,188
Non-current income taxes	64,387	28,098
Other assets	417,685	598,377
Total assets	\$ 8,736,431	\$ 9,465,731
LIABILITIES AND STOCKHOLDERS' (DEFICIT) EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 1,922,399	\$ 1,965,567
Current income taxes	108,662	96,851
Notes payable and current portion of long-term obligations	770,501	953,767
Advance billings	441,556	456,042
Total current liabilities	3,243,118	3,472,227
Deferred taxes on income	254,353	455,374
FIN 48 uncertainties and other income tax liabilities	294,487	285,505
Long-term debt	3,934,865	3,802,075
Other non-current liabilities	823,322	406,216
Total liabilities	8,550,145	8,421,397
Preferred stockholders' equity in subsidiaries	374,165	384,165
Commitments and contingencies (see Note 15)		
Stockholders' (deficit) equity:		
Cumulative preferred stock, \$50 par value, 4% convertible	7	7
Cumulative preference stock, no par value, \$2.12 convertible	976	1,003

Common stock, \$1 par value (480,000,000 shares authorized; 323,337,912 shares issued)	323,338	323,338
Additional paid-in capital	259,306	252,185
Retained earnings	4,278,804	4,150,622
Accumulated other comprehensive (loss) income	(596,341)	88,656
Treasury stock, at cost (117,156,719 and 108,822,953 shares, respectively)	(4,453,969)	(4,155,642)
	<u> </u>	<u> </u>
Total stockholders' (deficit) equity	(187,879)	660,169
	<u> </u>	<u> </u>
Total liabilities and stockholders' (deficit) equity	\$ 8,736,431	\$ 9,465,731
	<u> </u>	<u> </u>

See Notes to Consolidated Financial Statements

PITNEY BOWES INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Years ended December 31,		
	2008	2007	2006
Cash flows from operating activities:			
Net income	\$ 419,793	\$ 366,781	\$ 105,347
Gain on sale of a facility, net of tax	—	(1,623)	—
Net gain on sale of businesses, net of tax	—	—	434,085
Non-cash expense from FSC tax law change	—	—	16,209
Non-cash expense related to IRS settlement and sale of a business	—	—	61,000
Tax and bond payments related to IRS settlement and Capital Services sale	—	—	(1,040,700)
Restructuring charges, net of tax	144,211	223,486	23,040
Restructuring payments	(102,680)	(31,568)	(51,566)
Gain on interest rate swap	43,991	—	—
Loss on redemption of preferred stock issued by a subsidiary	1,777	—	—
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Depreciation and amortization	379,117	383,141	363,258
Stock-based compensation	26,402	24,131	27,375
Changes in operating assets and liabilities, excluding effects of acquisitions:			
(Increase) decrease in accounts receivables	(20,366)	35,853	(46,623)
(Increase) decrease in finance receivables	24,387	(86,238)	(236,872)
(Increase) decrease in inventories	2,018	7,710	(142)
(Increase) decrease in prepaid, deferred expense and other assets	2,677	(7,793)	170
Increase (decrease) in accounts payable and accrued liabilities	(76,880)	32,789	42,231
Increase (decrease) in current and non-current income taxes	122,480	123,636	52,784
Increase (decrease) in advance billings	2,051	10,444	(17,559)
Increase (decrease) in other operating capital, net	21,459	(20,284)	(18,611)
Net cash provided by (used in) operating activities	<u>990,437</u>	<u>1,060,465</u>	<u>(286,574)</u>
Cash flows from investing activities:			
Short-term and other investments	35,652	42,367	(1,295)
Proceeds from the sale of facilities	—	29,608	—
Capital expenditures	(237,308)	(264,656)	(327,877)
Net investment in external financing	1,868	(2,214)	109,050
Proceeds from divestiture of businesses	—	—	1,003,062
Advance against COLI cash surrender value	—	—	138,381
Acquisitions, net of cash acquired	(67,689)	(594,110)	(230,628)
Reserve account deposits	33,359	62,666	28,780
Net cash (used in) provided by investing activities	<u>(234,118)</u>	<u>(726,339)</u>	<u>719,473</u>
Cash flows from financing activities:			
Increase (decrease) in notes payable, net	205,590	(89,673)	(26,790)
Proceeds from long-term obligations	245,582	640,765	493,285
Principal payments on long-term obligations	(576,565)	(174,191)	(396,755)
Proceeds from issuance of common stock	20,154	107,517	101,449
Proceeds from issuance of preferred stock in a subsidiary	—	—	74,165
Payments to redeem preferred stock issued by a subsidiary	(11,777)	—	—
Stock repurchases	(333,231)	(399,996)	(400,000)
Dividends paid	(291,611)	(288,790)	(285,051)
Net cash used in financing activities	<u>(741,858)</u>	<u>(204,368)</u>	<u>(439,697)</u>
Effect of exchange rate changes on cash and cash equivalents	<u>(14,966)</u>	<u>8,316</u>	<u>2,391</u>
(Decrease) increase in cash and cash equivalents	<u>(505)</u>	<u>138,074</u>	<u>(4,407)</u>
Cash and cash equivalents at beginning of year	<u>377,176</u>	<u>239,102</u>	<u>243,509</u>
Cash and cash equivalents at end of year	<u>\$ 376,671</u>	<u>\$ 377,176</u>	<u>\$ 239,102</u>

Cash interest paid	\$ 235,816	\$ 236,697	\$ 225,837
Cash income taxes paid, net	\$ 164,354	\$ 178,469	\$ 1,315,437

See Notes to Consolidated Financial Statements

PITNEY BOWES INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' (DEFICIT) EQUITY
(In thousands, except per share data)

	Preferred stock	Preference stock	Common stock	Additional paid-in capital	Comprehensive (loss) income	Retained earnings	Accumulated other comprehensive (loss) income	Treasury stock
Balance, December 31, 2005	\$ 17	\$ 1,158	\$ 323,338	\$ 222,908		\$ 4,324,451	\$ 76,917	\$ (3,584,540)
Deferred tax adjustment (see Note 9)						16,866		
Adjusted Retained Earnings						4,341,317		
Adjustment to initially apply SAB 108, net of tax						(4,618)		
Net income					\$ 105,347	105,347		
Other comprehensive income, net of tax:								
Foreign currency translations					83,183		83,183	
Net unrealized loss on derivative instruments					(20)		(20)	
Minimum pension liability					5,405		5,405	
Comprehensive income					\$ 193,915			
Adjustment to initially apply SFAS 158, net of tax							(297,229)	
Cash dividends:								
Preferred						(1)		
Preference						(86)		
Common						(284,965)		
Issuances of common stock				(11,575)				113,142
Conversions to common stock	(10)	(90)		(2,132)				2,232
Pre-tax stock-based compensation				27,375				
Adjustments to additional paid in capital, tax effect from share-based compensation				(1,018)				
Repurchase of common stock								(400,000)
Balance, December 31, 2006	7	1,068	323,338	235,558		4,156,994	(131,744)	(3,869,166)
Initial adjustment for FIN 48						(84,363)		
Net income					\$ 366,781	366,781		
Other comprehensive income, net of tax:								
Foreign currency translations					164,728		164,728	
Net unrealized gain on derivative instruments					2,801		2,801	
Net unrealized gain on investment securities					352		352	
Net unamortized gain on pension and postretirement plans					30,347		30,347	
Amortization of pension and postretirement costs					22,172		22,172	
Comprehensive income					\$ 587,181			
Cash dividends:								
Preferred								
Preference						(81)		
Common						(288,709)		
Issuances of common stock				(7,967)				111,925
Conversions to common stock		(65)		(1,530)				1,595
Pre-tax stock-based compensation				24,131				
Adjustments to additional paid in capital, tax effect from share-based compensation				1,993				
Repurchase of common stock								(399,996)
Balance, December 31, 2007	7	1,003	323,338	252,185		4,150,622	88,656	(4,155,642)
Net income					\$ 419,793	419,793		
Other comprehensive income, net of tax:								
Foreign currency translations					(305,452)		(305,452)	
Net unrealized loss on derivative instruments					(18,670)		(18,670)	
Net unrealized gain on investment securities					580		580	
Net unamortized loss on pension and postretirement plans					(375,544)		(375,544)	
Amortization of pension and postretirement costs					14,089		14,089	

Comprehensive loss					\$	(265,204)		
Cash dividends:								
Preferred								
Common						(77)		
Common						(291,534)		
Issuances of common stock				(11,573)				34,268
Conversions to common stock	(27)			(609)				636
Pre-tax stock-based compensation				26,402				
Adjustments to additional paid in capital, tax effect from share-based compensation				(7,099)				
Repurchase of common stock								(333,231)
Balance, December 31, 2008	\$	7	\$	976	\$	323,338	\$	259,306
							\$	4,278,804
							\$	(596,341)
								\$
								(4,453,969)

Treasury shares of 0.9 million, 3.0 million and 3.0 million were issued under employee plans in 2008, 2007 and 2006, respectively. We repurchased 9.2 million, 9.1 million and 9.2 million shares in 2008, 2007 and 2006, respectively.

See Notes to Consolidated Financial Statements

PITNEY BOWES INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Tabular dollars in thousands, except per share data)

1. Description of Business and Summary of Significant Accounting Policies

Description of Business

We are a provider of global, integrated mail and document management solutions for organizations of all sizes. We operate in two business groups: Mailstream Solutions and Mailstream Services. We operate both inside and outside the United States. See Note 18 to the Consolidated Financial Statements for financial information concerning revenue, earnings before interest and taxes (EBIT) and identifiable assets, by reportable segment and geographic area.

Basis of Presentation and Consolidation

We have prepared the Consolidated Financial Statements of the Company in conformity with accounting principles generally accepted in the United States of America (GAAP). Operating results of acquired companies are included in the Consolidated Financial Statements from the date of acquisition. Intercompany transactions and balances have been eliminated in consolidation.

Use of Estimates

The preparation of the Consolidated Financial Statements in conformity with GAAP requires us to make estimates and assumptions that affect the amounts of assets, liabilities, revenues and expenses that are reported in the Consolidated Financial Statements and accompanying disclosures, including the disclosure of contingent assets and liabilities. These estimates are based on our best knowledge of current events, historical experience, actions that we may undertake in the future, and on various other assumptions that are believed to be reasonable under the circumstances. As a result, actual results could differ from those estimates and assumptions.

Reclassification

Certain prior year amounts in the Consolidated Financial Statements have been reclassified to conform to the current year presentation.

Cash Equivalents and Short-Term Investments

Cash equivalents include short-term, highly liquid investments with maturities of three months or less at the date of acquisition. We place our temporary cash and highly liquid short-term investments with a maturity of greater than three months but less than one year from the reporting date with financial institutions or investment managers and/or invest in highly rated short-term obligations.

Accounts Receivable and Allowance for Doubtful Accounts

We estimate our accounts receivable risks and provide allowances for doubtful accounts accordingly. We believe that our credit risk for accounts receivable is limited because of our large number of customers and the relatively small account balances for most of our customers. Also, our customers are dispersed across different business and geographic areas. We evaluate the adequacy of the allowance for doubtful accounts on a periodic basis. The evaluation includes historical loss experience, length of time receivables are past due, adverse situations that may affect a customer's ability to repay and prevailing economic conditions. We make adjustments to our allowance if the evaluation of allowance requirements differs from the actual aggregate reserve. This evaluation is inherently subjective and estimates may be revised as more information becomes available.

Finance Receivables and Allowance for Credit Losses

We estimate our finance receivables risks and provide allowances for credit losses accordingly. Our financial services businesses establish credit approval limits based on the credit quality of the customer and the type of equipment financed. We charge finance receivables through the allowance for credit losses after collection efforts are exhausted and we deem the account uncollectible. Our financial services businesses base credit decisions primarily on a customer's financial strength and we may also consider collateral values. We believe that our concentration of credit risk for finance receivables in our internal financing division is limited because of our large number of customers, small account balances and customer geographic and industry diversification.

Our general policy for finance receivables contractually past due for over 120 days is to discontinue revenue recognition. We resume revenue recognition when payments reduce the account to 60 days or less past due.

We evaluate the adequacy of allowance for credit losses on a periodic basis. Our evaluation includes historical loss experience, the nature and volume of its portfolios, adverse situations that may affect a customer's ability to repay, and prevailing economic conditions. We make adjustments to our allowance for credit losses if the evaluation of reserve requirements differs from the actual aggregate reserve. This evaluation is inherently subjective and estimates may be revised as more information becomes available.

PITNEY BOWES INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Tabular dollars in thousands, except per share data)

Inventories

Inventories are stated at the lower of cost or market. Cost is determined on the last-in, first-out (LIFO) basis for most U.S. inventories, and on the first-in, first-out (FIFO) basis for most non-U.S. inventories.

Other Current Assets and Prepayments

Other current assets and prepayments include postage meter receivables billed in advance of \$60.0 million and \$57.0 million, respectively, at December 31, 2008 and 2007.

Fixed Assets and Depreciation

Property, plant and equipment and rental equipment are stated at cost and depreciated principally using the straight-line method over their estimated useful lives. The estimated useful lives of depreciable fixed assets are as follows: buildings, up to 50 years; plant and equipment, 3 to 15 years; and computer equipment, 3 to 5 years. Major improvements which add to productive capacity or extend the life of an asset are capitalized while repairs and maintenance are charged to expense as incurred. Leasehold improvements are amortized over the shorter of the estimated useful life or their related lease term.

Fully depreciated assets are retained in fixed assets and accumulated depreciation until they are removed from service. In the case of disposals, assets and related accumulated depreciation are removed from the accounts, and the net amounts, less proceeds from disposal, are included in income.

Capitalized Software Development Costs

We capitalize certain costs of software developed for internal use in accordance with Statement of Position No. 98-1, *Accounting for the Costs of Computer Software Developed or Obtained for Internal Use*. Capitalized costs include purchased materials and services, payroll and payroll-related costs and interest costs. The cost of internally developed software is amortized on a straight-line basis over its estimated useful life, principally 3 to 10 years.

We capitalize software development costs related to software to be sold, leased, or otherwise marketed in accordance with Statement of Financial Accounting Standards (SFAS) No. 86, *Accounting for the Costs of Computer Software to Be Sold, Leased, or Otherwise Marketed*. Software development costs are expensed as incurred until technological feasibility has been established, at which time such costs are capitalized until the product is available for general release to the public. Capitalized software development costs include purchased materials and services, payroll and payroll-related costs attributable to programmers, software engineers, quality control and field certifiers, and interest costs. Capitalized software development costs are amortized over the estimated product useful life, principally 3 to 5 years, using the greater of the straight-line method or the ratio of current product revenues to total projected future revenues. Other assets on our Consolidated Balance Sheets include \$19.6 million and \$21.6 million of capitalized software development costs at December 31, 2008 and 2007, respectively. The Consolidated Statements of Income include the related amortization expense of \$6.1 million, \$3.9 million, and \$1.6 million for the years ended December 31, 2008, 2007, and 2006, respectively. Total software development costs capitalized in 2008 and 2007 were \$7.1 million and \$10.1 million, respectively.

Research and Development Costs

Research and product development costs not subject to SFAS No. 86 are expensed as incurred. These costs primarily include personnel related costs.

Business Combinations

We account for business combinations using the purchase method of accounting which requires that the assets acquired and liabilities assumed be recorded at the date of acquisition at their respective fair values. Goodwill represents the excess of the purchase price over the estimated fair values of net tangible and intangible assets acquired in business combinations. Goodwill is tested for impairment on an annual basis or as circumstances warrant. We estimate the fair value of intangible assets primarily using a cost, market and income approach. Intangible assets with finite lives acquired under business combinations are amortized over their estimated useful lives, principally 3 to 15 years. Customer relationship intangibles are generally amortized using an accelerated attrition method. All other intangibles are amortized on a straight-line method. See Note 6 to the Consolidated Financial Statements.

PITNEY BOWES INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Tabular dollars in thousands, except per share data)

Impairment Review for Long-Lived Assets

Long-lived assets are reviewed for impairment on an annual basis or whenever events or changes in circumstances indicate that the carrying amount may not be fully recoverable. If such a change in circumstances occurs, the related estimated future undiscounted cash flows expected to result from the use of the asset and its eventual disposition are compared to the carrying amount. If the sum of the expected cash flows is less than the carrying amount, we record an impairment charge. The impairment charge is measured as the amount by which the carrying amount exceeds the fair value of the asset. The fair values of impaired long-lived assets are determined using probability weighted expected cash flow estimates, quoted market prices when available and appraisals as appropriate in accordance with SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*. See Note 14 to the Consolidated Financial Statements for further details.

Retirement Plans

In accordance with SFAS No. 87, *Employers' Accounting for Pensions*, and SFAS No. 106, *Employers' Accounting for Postretirement Benefits Other Than Pensions*, actual results that differ from our assumptions and estimates are accumulated and amortized over the estimated future working life of the plan participants and will therefore affect pension expense recognized in future periods. Net pension expense is based primarily on current service costs, interest costs and the returns on plan assets. In accordance with this approach, differences between the actual and expected return on plan assets are recognized over a five-year period. In accordance with SFAS No. 158, *Employers' Accounting for Defined Pension and Other Post Retirement Plans an amendment to FASB Statements No. 87, 88, 106 and 132(R)*, we recognize the overfunded or underfunded status of pension and other postretirement benefit plans on the balance sheet. Under SFAS No. 158, gains and losses, prior service costs and credits, and any remaining transition amounts under SFAS No. 87 and SFAS No. 106 that have not yet been recognized in net periodic benefit costs are recognized in accumulated other comprehensive income, net of tax, until they are amortized as a component of net periodic benefit cost. We use a measurement date of December 31 for all of our retirement plans. See Note 13 to the Consolidated Financial Statements for further details.

Stock-based Compensation

Effective January 1, 2006, we adopted the provisions of SFAS No. 123(R), *Share-Based Payment* ("SFAS 123(R)") which established accounting for stock-based awards exchanged for employee service. We measure stock-based compensation cost at grant date, based on the estimated fair value of the award, and recognize the cost as expense on a straight-line basis (net of estimated forfeitures) over the employee requisite service period. We estimate the fair value of stock options using a Black-Scholes valuation model. The expense is recorded in costs; selling, general and administrative expense; and research and development expense in the Consolidated Statements of Income based on the employees' respective functions.

We record deferred tax assets for awards that will result in deductions on our income tax returns, based on the amount of compensation cost recognized and our statutory tax rate in the jurisdiction in which we will receive a deduction. Differences between the deferred tax assets recognized for financial reporting purposes and the actual tax deduction reported in our income tax return are recorded in expense or in capital in excess of par value (if the tax deduction exceeds the deferred tax asset or to the extent that previously recognized credits to paid-in-capital are still available if the tax deduction is less than the deferred tax asset).

Revenue Recognition

We derive our revenue from the following sources:

- equipment sales;
- supplies;
- software;
- rentals;
- financing;
- support services; and
- business services.

PITNEY BOWES INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Tabular dollars in thousands, except per share data)

In accordance with GAAP, the Company recognizes revenue from these sources as follows:

Sales Revenue

Sales of Equipment

We sell equipment to our customers, as well as to distributors and dealers (re-sellers) throughout the world. We recognize revenue from these sales upon the transfer of title, which is generally at the point of shipment. We do not offer any rights of return or stock balancing rights.

Our sales revenue from customized equipment, mail creation equipment and shipping products is generally recognized when installed.

Embedded Software Sales

We sell equipment with embedded software to our customers. The embedded software is not sold separately, it is not a significant focus of the marketing effort and we do not provide post-contract customer support specific to the software or incur significant costs that are within the scope of SFAS No. 86. Additionally, the functionality that the software provides is marketed as part of the overall product. The software embedded in the equipment is incidental to the equipment as a whole such that SOP No. 97-2, *Software Revenue Recognition*, is not applicable. Sales of these products are recognized in accordance with either SEC Staff Accounting Bulletin (SAB) No. 104, *Revenue Recognition*, or SFAS No. 13, *Accounting for Leases*, for sales-type leases.

Sales of Supplies

Revenue related to supplies is recognized at the point of title transfer, which is upon shipment.

Standalone Software Sales and Integration Services

In accordance with SOP No. 97-2, we recognize revenue from standalone software licenses upon delivery of the product when persuasive evidence of an arrangement exists, delivery has occurred, the fee is fixed and determinable and collectibility is probable. For software licenses that are included in a lease contract, we recognize revenue upon shipment of the software unless the lease contract specifies that the license expires at the end of the lease or the price of the software is deemed not fixed or determinable based on historical evidence of similar software leases. In these instances, revenue is recognized on a straight-line basis over the term of the lease contract. We recognize revenue from software requiring integration services at the point of customer acceptance. We recognize revenue related to off-the-shelf perpetual software licenses upon transfer of title, which is upon shipment.

Rentals Revenue

We rent equipment to our customers, primarily postage meters and mailing equipment, under short-term rental agreements, generally for periods of 3 months to 5 years. Rental revenue includes revenue from the subscription for digital meter services. We invoice in advance for postage meter rentals. We defer the billed revenue and include it initially in advance billings. Rental revenue is recognized on a straight-line basis over the term of the rental agreement. We defer certain initial direct costs incurred in consummating a transaction and amortize these costs over the term of the agreement. The initial direct costs are primarily personnel related costs. Other assets on our Consolidated Balance Sheets include \$47.2 million and \$57.1 million of these deferred costs at December 31, 2008 and 2007, respectively. The Consolidated Statements of Income include the related amortization expense of \$24.9 million, \$23.7 million and \$22.3 million for the years ended December 31, 2008, 2007 and 2006, respectively.

Financing Revenue

We provide lease financing of our products primarily through sales-type leases. When a sales-type lease is consummated, we record the gross finance receivable, unearned income and the estimated residual value of the leased equipment. Residual values are estimated based upon the average expected proceeds to be received at the end of the lease term. We evaluate recorded residual values at least on an annual basis or as circumstances warrant. A reduction in estimated residual values could require an impairment charge as well as a reduction in future financing income.

Unearned income represents the excess of the gross finance receivable plus the estimated residual value over the sales price of the equipment. We recognize the equipment sale at the inception of the lease. We recognize unearned income as financing revenue using the interest method over the lease term.

PITNEY BOWES INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Tabular dollars in thousands, except per share data)

We provide financing to our customers for the purchase of postage and related supplies. Financing revenue includes interest which is earned over the term of the loan and related fees which are recognized as services are provided.

Support Services Revenue

We provide support services for our equipment primarily through maintenance contracts. Revenue related to these agreements is recognized on a straight-line basis over the term of the agreement, which typically is 1 to 5 years in length.

Business Services Revenue

Business services revenue includes revenue from management services, mail services, and marketing services. Management services, which includes outsourcing of mailrooms, copy centers, or other document management functions, are typically 1 to 5 year contracts that contain a monthly service fee and in many cases a "click" charge based on the number of copies made, machines in use, etc. Revenue is recognized over the term of the agreement, based on monthly service charges, with the exception of the "click" charges, which are recognized as earned. Mail services include the preparation, sortation and aggregation of mail to earn postal discounts and expedite delivery and revenue is recognized as the services are provided. Marketing services include direct mail marketing services, and revenue is recognized over the term of the agreement as the services are provided.

Multiple Element Arrangements

Certain of our transactions are consummated at the same time. The most common form of these transactions involves the sale or lease of equipment, a meter rental and/or an equipment maintenance agreement. In these cases, revenue is recognized for each of the elements based on their relative fair values in accordance with SFAS No. 13, Emerging Issues Task Force (EITF) No. 00-21, *Accounting for Revenue Arrangements with Multiple Deliverables*, and SAB No. 104. Fair values of any meter rental or equipment maintenance agreement are determined by reference to the prices charged in standalone and renewal transactions. Fair value of equipment is determined based upon the present value of the minimum lease payments.

Deferred Marketing Costs

We capitalize certain direct mail, telemarketing, Internet, and retail marketing costs, associated with the acquisition of new customers in accordance with SOP No. 93-7, *Reporting on Advertising Costs*. These costs are amortized over the expected revenue stream ranging from 5 to 9 years. We review individual marketing programs for impairment on a periodic basis or as circumstances warrant.

Other assets on our Consolidated Balance Sheets at December 31, 2008 and 2007 include \$130.8 million and \$135.7 million, respectively, of deferred marketing costs. The Consolidated Statements of Income include the related amortization expense of \$43.1 million, \$43.7 million and \$49.6 million for the years ended December 31, 2008, 2007 and 2006, respectively.

Restructuring Charges

We apply the provisions of SFAS No. 146, *Accounting for Costs Associated with Exit or Disposal Activities*, to account for one-time benefit arrangements and exit or disposal activities. SFAS No. 146 requires that a liability for costs associated with an exit or disposal activity be recognized when the liability is incurred. We account for ongoing benefit arrangements under SFAS No. 112, *Employers' Accounting for Postemployment Benefits*, which requires that a liability be recognized when the costs are probable and reasonably estimable. See Note 14 to the Consolidated Financial Statements.

Income Taxes

We recognize deferred tax assets and liabilities for the future tax consequences attributable to differences between the financial statements carrying amounts of existing assets and liabilities and their respective tax bases. A valuation allowance is provided when it is more likely than not that some portion or all of a deferred tax asset will not be realized. The ultimate realization of deferred tax assets depends on the generation of future taxable income during the period in which related temporary differences become deductible. We consider the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in this assessment. Deferred tax assets and liabilities are measured using the enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date of such change.

PITNEY BOWES INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Tabular dollars in thousands, except per share data)

Earnings per Share

Basic earnings per share is based on the weighted average number of common shares outstanding during the year, whereas diluted earnings per share also gives effect to all dilutive potential common shares that were outstanding during the period. Dilutive potential common shares include preference stock, preferred stock, stock option and purchase plan shares.

Translation of Non-U.S. Currency Amounts

Assets and liabilities of subsidiaries operating outside the U.S. are translated at rates in effect at the end of the period and revenue and expenses are translated at average monthly rates during the period. Net deferred translation gains and losses are included in accumulated other comprehensive income in stockholders' (deficit) equity in the Consolidated Balance Sheets.

Derivative Instruments

In the normal course of business, the company is exposed to the impact of interest rate changes and foreign currency fluctuations. The company limits these risks by following established risk management policies and procedures, including the use of derivatives. The derivatives are used to manage the related cost of debt and to limit the effects of foreign exchange rate fluctuations on financial results.

In our hedging program, we normally use forward contracts, interest-rate swaps, and currency swaps depending upon the underlying exposure. We do not use derivatives for trading or speculative purposes. Changes in the fair value of the derivatives are reflected as gains or losses. The accounting for the gains or losses depends on the intended use of the derivative, the resulting designation, and the effectiveness of the instrument in offsetting the risk exposure it is designed to hedge.

To qualify as a hedge, a derivative must be highly effective in offsetting the risk designated for hedging purposes. The hedge relationship must be formally documented at inception, detailing the particular risk management objective and strategy for the hedge. The effectiveness of the hedge relationship is evaluated on a retrospective and prospective basis.

As a result of the use of derivative instruments, we are exposed to counterparty risk. To mitigate such risks, we enter into contracts with only those financial institutions that meet stringent credit requirements as set forth in our derivative policy. We regularly review our credit exposure balances as well as the creditworthiness of our counterparties. See Note 19 to the Consolidated Financial Statements for additional disclosures on derivative instruments.

New Accounting Pronouncements

In June 2006, the Financial Accounting Standards Board ("FASB") issued FASB Interpretation (FIN) No. 48, *Accounting for Uncertainty in Income Taxes* ("FIN 48"), which supplements Statement of Financial Accounting Standard No. 109, *Accounting for Income Taxes*, by defining the confidence level that a tax position must meet in order to be recognized in the financial statements. FIN 48 requires the tax effect of a position to be recognized only if it is "more-likely-than-not" to be sustained based solely on its technical merits as of the reporting date. If a tax position is not considered more-likely-than-not to be sustained based solely on its technical merits, no benefits of the position are recognized. This is a different standard for recognition than was previously required. The more-likely-than-not threshold must continue to be met in each reporting period to support continued recognition of a benefit. At adoption, companies adjusted their financial statements to reflect only those tax positions that were more-likely-than-not to be sustained as of the adoption date. Any necessary adjustment was recorded directly to opening retained earnings in the period of adoption and reported as a change in accounting principle. We adopted the provisions of FIN 48 on January 1, 2007 which resulted in a decrease to opening retained earnings of \$84.4 million, with a corresponding increase in our tax liabilities.

In September 2006, the FASB issued Statement of Financial Accounting Standards ("SFAS") No. 157, *Fair Value Measurements* ("SFAS 157"), to define how the fair value of assets and liabilities should be measured in accounting standards where it is allowed or required. In addition to defining fair value, the Statement established a framework within GAAP for measuring fair value and expanded required disclosures surrounding fair value measurements. In February 2008, the FASB issued FASB Staff Position (FSP) FAS 157-2, *Effective Date of FASB Statement No. 157*, which delayed the effective date by one year for all nonfinancial assets and nonfinancial liabilities, except those that are recognized or disclosed at fair value in the financial statements on a recurring basis. In October 2008, the FASB issued FSP FAS 157-3, *Determining the Fair Value of a Financial Asset When the Market for That Asset Is Not Active*. This FSP is effective immediately and includes those periods for which financial statements have not been issued. We adopted this Statement for financial assets and financial liabilities on January 1, 2008, and the adoption did not have a material impact on our financial position, results of operations, or cash flows. We do not expect the adoption of this Statement for nonfinancial items effective January 1, 2009 to have a material impact on our financial position, results of operations, or cash flows. We currently do not have any financial assets that are valued using inactive markets, and as such are not

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impacted by the issuance of FSP 157-3. See Note 19 to the Consolidated Financial Statements for additional discussion on fair value measurements.

In September 2006, the FASB issued SFAS No. 158, *Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans an amendment of FASB Statements No. 87, 88, 106 and 132(R)* ("SFAS 158"), which required recognition of the overfunded or underfunded status of pension and other postretirement benefit plans on the balance sheet. Under SFAS 158, gains and losses, prior service costs and credits, and any remaining transition amounts under SFAS No. 87 and SFAS No. 106 that have not yet been recognized through net periodic benefit cost were recognized in accumulated other comprehensive income, net of tax effects, until they are amortized as a component of net periodic cost. Our adoption of the provisions of SFAS 158 reduced stockholders' equity by \$297 million at December 31, 2006. SFAS 158 did not affect our results of operations or cash flows.

In December 2007, the FASB issued SFAS No. 141(R), *Business Combinations* ("SFAS 141(R)"). SFAS 141(R) establishes principles and requirements for how a company (a) recognizes and measures in their financial statements the identifiable assets acquired, the liabilities assumed, and any noncontrolling interest (previously referred to as minority interest); (b) recognizes and measures the goodwill acquired in a business combination or a gain from a bargain purchase; and (c) determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of a business combination. SFAS 141(R) requires fair value measurements at the date of acquisition, with limited exceptions specified in the Statement. Some of the major impacts of this new standard include expense recognition for transaction costs and restructuring costs. SFAS 141(R) is effective for fiscal years beginning on or after December 15, 2008 and will be applied prospectively. We do not expect the adoption of this Statement to have a material impact on our financial position, results of operations, or cash flows.

In December 2007, the FASB issued SFAS No. 160, *Noncontrolling Interests in Consolidated Financial Statements, an amendment of ARB No. 51* ("SFAS 160"). SFAS 160 addresses the accounting and reporting for the outstanding noncontrolling interest (previously referred to as minority interest) in a subsidiary and for the deconsolidation of a subsidiary. It also establishes additional disclosures in the consolidated financial statements that identify and distinguish between the interests of the parent's owners and of the noncontrolling owners of a subsidiary. SFAS 160 requires changes in ownership interest that do not result in deconsolidation to be accounted for as equity transactions. This Statement requires that a parent recognize a gain or loss in net income when a subsidiary is deconsolidated. This gain or loss is measured using the fair value of the noncontrolling equity investment. This Statement is effective for fiscal years beginning on or after December 15, 2008. SFAS 160 requires retroactive adoption of the presentation and disclosure requirements for existing minority interests. All other requirements of SFAS 160 are applied prospectively. We do not expect the adoption of this Statement to have a material impact on our financial position, results of operations, or cash flows.

In March 2008, the FASB issued SFAS No. 161, *Disclosures about Derivative Instruments and Hedging Activities* ("SFAS 161"). SFAS 161 requires enhanced disclosures about (a) how and why an entity uses derivative instruments, (b) how derivative instruments and related hedged items are accounted for under SFAS No. 133, *Accounting for Derivative Instruments and Hedging Activities*, and its related interpretations, and (c) how derivative instruments and related hedged items affect an entity's financial position, financial performance, and cash flows. This Statement is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008. This Statement encourages, but does not require, comparative disclosures for earlier periods at initial adoption. The adoption of this Statement will require us to present currently disclosed information in a tabular format and will also expand our disclosures concerning where derivatives are reported on the balance sheet and where gains/losses are recognized in the results of operations. The Company will comply with the disclosure requirements of this Statement beginning in the first quarter of 2009.

In April 2008, the FASB issued FASB FSP No. 142-3, *Determination of the Useful Life of Intangible Assets* ("FSP FAS 142-3"). FSP FAS 142-3 removed the requirement of SFAS No. 142, *Goodwill and Other Intangible Assets* ("SFAS 142"), for an entity to consider, when determining the useful life of an acquired intangible asset, whether the intangible asset can be renewed without substantial cost or material modification to the existing terms and conditions associated with the intangible asset. FSP FAS 142-3 replaces the previous useful life assessment criteria with a requirement that an entity considers its own experience in renewing similar arrangements. If the entity has no relevant experience, it would consider market participant assumptions regarding renewal. This should lead to greater consistency between the useful life of recognized intangibles under SFAS 142 and the period of expected cash flows used to measure fair value of such assets under SFAS No. 141(R), *Business Combinations*. FSP FAS 142-3 will be applied prospectively beginning January 1, 2009. We do not expect the adoption of this Statement to have a material impact on our financial position, results of operations, or cash flows.

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In May 2008, the FASB issued SFAS No. 162, *The Hierarchy of Generally Accepted Accounting Principles* ("SFAS 162"). SFAS 162 identifies the sources of accounting principles and the framework for selecting the principles to be used in the preparation of financial statements of nongovernmental entities that are presented in conformity with U.S. GAAP. SFAS 162 is effective for fiscal years beginning after November 15, 2008. The adoption of this Statement did not result in a change in current practice.

In September 2008, the FASB issued FSP FAS 133-1 and FASB Interpretation (FIN) No. 45-4, *Disclosures about Credit Derivatives and Certain Guarantees: An Amendment of FASB Statement No. 133 and FASB Interpretation No. 45; and Clarification of the Effective Date of FASB Statement No. 161*. The FSP amends SFAS No. 133 to require a seller of credit derivatives, including credit derivatives embedded in a hybrid instrument, to provide certain disclosures for each statement of financial position presented. These disclosures are required even if the likelihood of having to make payments is remote. To make the disclosures consistent with the disclosures that will now be required for credit derivatives, FIN No. 45-4 was issued to require guarantors to disclose the current status of the payment/performance risk of the guarantee. This FSP also clarifies that SFAS 161 is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008. The FSP is effective for reporting periods ending after November 15, 2008. The Company does not sell credit derivatives. The Company has complied with the additional disclosure requirement for guarantees in the fourth quarter of 2008.

In December 2008, the FASB issued FSP FAS 132(R)-1, *Employers' Disclosures about Postretirement Benefit Plan Assets*, which amends Statement No. 132(R) to require more detailed disclosures about employer's plan assets, including investment strategies, major categories of assets, concentrations of risk within plan assets and valuation techniques used to measure the fair value of assets. The FSP is effective for fiscal years ending after December 15, 2009. The Company will comply with the additional disclosure requirements.

2. Discontinued Operations

On May 1, 2006, we completed the sale of our Imagistics lease portfolio to De Lage Landen Operational Services, LLC, a subsidiary of Rabobank Group, for approximately \$288 million. Net proceeds on the sale were approximately \$282 million after transaction expenses. We reported the results of the Imagistics lease portfolio in discontinued operations including an after-tax gain of approximately \$11 million from the sale of this portfolio.

On July 14, 2006, we completed the sale of our Capital Services external financing business to Cerberus Capital Management, L.P. (Cerberus) for approximately \$747 million and the assumption of approximately \$470 million of non-recourse debt and other liabilities. This sale resulted in the disposition of most of the external financing activity in the Capital Services segment. The proceeds received at closing were used to pay our tax obligations. We reported the results of the Capital Services business in discontinued operations, including an after-tax loss of \$445 million from the sale of this business. We retained certain leveraged leases in Canada which are included in our International Mailing segment.

In August 2006, we reached a settlement with the Internal Revenue Service (IRS) on all outstanding tax audit issues in dispute for tax years through 2000. Years after 2000 are still under review by the IRS. In connection with the settlement, we recorded \$61 million of additional tax expense of which \$41 million was included in discontinued operations. See Note 9 for further discussion of the IRS settlement.

In 2006, we accrued in discontinued operations an additional tax expense of \$16 million to record the impact of the Tax Increase Prevention and Reconciliation Act (TIPRA). The TIPRA legislation repealed the exclusion from federal income taxation of a portion of the income generated from certain leveraged leases of aircraft by foreign sales corporations (FSC).

In December 2006, we sold our bankruptcy claim related to certain aircraft leases with Delta Airlines. We received proceeds of \$14.5 million, which represent a contingent gain pending the bankruptcy court decision. Given the continued uncertainty and inability to anticipate the outcome of the bankruptcy court decision, we have not recognized any portion of this contingent gain in our consolidated income statement.

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The following table shows selected financial information included in discontinued operations for the years ended December 31:

Discontinued Operations	2008	2007	2006
Revenue	\$ —	\$ —	\$ 81,199
Pretax income	\$ —	\$ —	\$ 29,465
(Loss) income	\$ (27,700)	\$ 5,534	\$ 30,982
Gain on sale of Imagistics, net of \$7,075 tax expense	—	—	11,065
FSC tax law change	—	—	(16,209)
Additional tax on IRS settlement	—	—	(41,000)
Loss on sale of Capital Services, net of \$284,605 tax benefit	—	—	(445,150)
Total discontinued operations, net of tax	<u>\$ (27,700)</u>	<u>\$ 5,534</u>	<u>\$ (460,312)</u>

The \$27.7 million loss from discontinued operations in 2008 includes an accrual of tax and interest on uncertain tax positions. The income in 2007 includes a gain of \$11.3 million from uncertain tax positions, net of the accrual of interest expense of \$5.8 million on uncertain tax positions.

Interest expense included in discontinued operations was \$19.2 million for the year ended December 31, 2006. Interest expense recorded in discontinued operations consisted of interest on third-party debt that was assumed by Cerberus. We have not allocated other consolidated interest expense to discontinued operations.

3. Acquisitions

On April 21, 2008, we acquired Zipsort, Inc. for \$39 million in cash, net of cash acquired. Zipsort, Inc. acts as an intermediary between customers and the U.S. Postal Service. Zipsort, Inc. offers mailing services that include presorting of first class, standard class, flats, permit and international mail as well as metering services. We assigned the goodwill to the Mail Services segment.

On September 12, 2007, we acquired Asterion SAS for \$29 million in cash, net of cash acquired. Asterion is a leading provider of outsourced transactional print and document process services in France. We assigned the goodwill to the Management Services segment.

On May 31, 2007, we acquired the remaining shares of Digital Cement, Inc. for a total purchase price of \$52 million in cash, net of cash acquired. Digital Cement, Inc. provides marketing management strategy and services to help companies acquire, retain, manage, and grow their customer relationships. We assigned the goodwill to the Marketing Services segment.

On April 19, 2007, we acquired MapInfo Corporation for \$436 million in cash, net of cash acquired. Included in the assets and liabilities acquired were short-term investments of \$46 million and debt assumed of \$14 million. MapInfo is a global company and a leading provider of location intelligence software and solutions. We assigned the goodwill to the Software segment. As part of the purchase accounting for MapInfo, we aligned MapInfo's accounting policies for software revenue recognition with ours. Accordingly, certain software revenue that was previously recognized by MapInfo on a periodic basis has now been recognized over the life of the contract.

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The following table summarizes selected financial data for the opening balance sheet allocations of the acquisitions in 2008 and 2007:

	2008		2007	
	Zipsort, Inc.	Asterion SAS	Digital Cement, Inc.	MapInfo Corporation
Purchase price allocation				
Short-term investments	\$ —	\$ —	\$ —	\$ 46,308
Current assets	42	52,309	2,146	40,121
Other non-current assets	12,617	31,303	932	35,826
Intangible assets	7,942	8,285	6,600	113,000
Goodwill	24,962	25,555	42,583	327,219
Current liabilities	(4,063)	(58,286)	(213)	(63,012)
Debt	—	—	—	(13,866)
Non-current liabilities	(2,994)	(30,345)	—	(50,060)
	<u>\$ 38,506</u>	<u>\$ 28,821</u>	<u>\$ 52,048</u>	<u>\$ 435,536</u>
Intangible assets				
Customer relationships	\$ 7,658	\$ 6,766	\$ 6,100	\$ 75,900
Mailing software and technology	—	—	—	29,500
Trademarks and trade names	—	1,519	500	7,600
Non-compete agreements	284	—	—	—
	<u>\$ 7,942</u>	<u>\$ 8,285</u>	<u>\$ 6,600</u>	<u>\$ 113,000</u>
Intangible assets amortization period				
Customer relationships	15 years	7 years	7 years	10 years
Mailing software and technology	—	—	—	5 years
Trademarks and trade names	—	2 years	2 years	5 years
Non-compete agreements	3 years	—	—	—
	<u>15 years</u>	<u>6 years</u>	<u>7 years</u>	<u>8 years</u>

Allocation of the purchase price to the assets acquired and liabilities assumed has not been finalized for Zipsort, Inc. The purchase price allocation for this acquisition will be finalized upon the completion of working capital closing adjustments and fair value analysis. Final determination of the purchase price and fair values to be assigned may result in adjustments to the preliminary estimated values assigned at the date of acquisition. The amount of tax deductible goodwill added from acquisitions in 2008 and 2007 was \$27.4 million and \$27.5 million, respectively.

During 2008 and 2007, we also completed several smaller acquisitions, the cost of which was \$29.7 million and \$86.6 million, respectively. These acquisitions did not have a material impact on our financial results.

Consolidated impact of acquisitions

The Consolidated Financial Statements include the results of operations of the acquired businesses from their respective dates of acquisition.

The following table provides unaudited pro forma consolidated revenue for the years ended December 31, 2008 and 2007 as if our acquisitions had been acquired on January 1 of each year presented:

	2008	2007
Total revenue	\$ 6,288,242	\$ 6,351,981

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The pro forma earnings of these acquisitions for 2008 did not have a material impact on our financial results. The pro forma earnings for acquisitions in 2007 reduced our diluted earnings per share by approximately 6 cents, primarily due to the purchase accounting alignment for MapInfo. The pro forma consolidated results do not purport to be indicative of the actual results if the acquisitions had occurred on the dates indicated or that may result in the future.

4. Inventories

	December 31,	
	2008	2007
Raw materials and work in process	\$ 41,171	\$ 56,228
Supplies and service parts	78,018	83,720
Finished products	42,132	58,014
	\$ 161,321	\$ 197,962

If all inventories valued at LIFO had been stated at current costs, inventories would have been \$24.4 million and \$23.7 million higher than reported at December 31, 2008 and 2007, respectively. In 2008 and 2007, we recorded impairment charges to inventories for \$13.6 million and \$48.1 million, respectively, associated with our transition initiatives in the restructuring charges and asset impairments line of the Consolidated Statements of Income. See Note 14 to the Consolidated Financial Statements for further details.

5. Fixed Assets

	December 31,	
	2008	2007
Land	\$ 30,531	\$ 33,961
Buildings	351,195	400,548
Machinery and equipment	1,498,696	1,443,384
	1,880,422	1,877,893
Accumulated depreciation	(1,306,162)	(1,249,975)
Property, plant and equipment, net	\$ 574,260	\$ 627,918
Rental equipment	\$ 932,389	\$ 1,189,675
Accumulated depreciation	(534,440)	(753,748)
Rental property and equipment, net	\$ 397,949	\$ 435,927

Depreciation expense was \$306.8 million, \$318.1 million and \$311.2 million for the years ended December 31, 2008, 2007, and 2006, respectively. Rental equipment is primarily comprised of postage meters. A pre-tax non-cash impairment charge of \$61.5 million for net rental property and equipment was recorded in 2007 associated with our transition initiative in the restructuring charges and asset impairments line of the Consolidated Statements of Income. See Note 14 to the Consolidated Financial Statements for further details.

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6. Intangible Assets and Goodwill

The components of our purchased intangible assets are as follows:

	December 31, 2008			December 31, 2007		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships	\$ 423,169	\$ (154,619)	\$ 268,550	\$ 427,487	\$ (119,652)	\$ 307,835
Supplier relationships	29,000	(10,392)	18,608	29,000	(7,492)	21,508
Mailing software & technology	155,035	(78,982)	76,053	176,558	(65,032)	111,526
Trademarks and trade names	25,071	(13,310)	11,761	32,661	(17,202)	15,459
Non-compete agreements	2,652	(1,802)	850	5,491	(4,631)	860
	<u>\$ 634,927</u>	<u>\$ (259,105)</u>	<u>\$ 375,822</u>	<u>\$ 671,197</u>	<u>\$ (214,009)</u>	<u>\$ 457,188</u>

Amortization expense for intangible assets was \$72.3 million, \$65.0 million and \$53.9 million for the years ended December 31, 2008, 2007 and 2006, respectively. In 2008 and 2007, we recorded impairment charges of \$28.5 million and \$8.5 million, respectively, and included these charges in the restructuring charges and asset impairments line of the Consolidated Statements of Income. See Note 14 to the Consolidated Financial Statements for further details.

The estimated future amortization expense related to intangible assets as of December 31, 2008 is as follows:

Year ended December 31,	Amount
2009	\$ 65,000
2010	58,000
2011	52,000
2012	46,000
2013	43,000
Thereafter	111,822
	<u>\$ 375,822</u>

During 2008 and 2007, we recorded additions to intangible assets of \$18.6 million and \$156.4 million, respectively. The components of these purchased intangible assets are as follows:

	December 31, 2008		December 31, 2007	
	Amount	Weighted Average Life	Amount	Weighted Average Life
Customer relationships	\$ 18,274	12 years	\$ 107,097	10 years
Mailing software and technology	—	—	38,961	7 years
Trademarks and trade names	—	—	10,126	2 years
Non-compete agreements	284	3 years	261	4 years
	<u>\$ 18,558</u>	<u>11 years</u>	<u>\$ 156,445</u>	<u>7 years</u>

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The changes in the carrying amount of goodwill, by reporting segment, for the years ended December 31, 2008 and 2007 are as follows:

	Balance at December 31, 2007 (1)	Acquired during the period	Other (2)	Balance at December 31, 2008
U.S. Mailing	\$ 131,807	\$ 4,034	\$ 6,524	\$ 142,365
International Mailing	346,328	7,553	(31,651)	322,230
Production Mail	137,855	—	(788)	137,067
Software	669,436	—	(45,441)	623,995
Mailstream Solutions	1,285,426	11,587	(71,356)	1,225,657
Management Services	519,089	—	(27,456)	491,633
Mail Services	227,163	33,103	527	260,793
Marketing Services	268,180	—	5,567	273,747
Mailstream Services	1,014,432	33,103	(21,362)	1,026,173
Total	\$ 2,299,858	\$ 44,690	\$ (92,718)	\$ 2,251,830
	Balance at December 31, 2006 (1)	Acquired during the period	Other (2)	Balance at December 31, 2007 (1)
U.S. Mailing	\$ 87,004	\$ 13,703	\$ 31,100	\$ 131,807
International Mailing	334,934	2,486	8,908	346,328
Production Mail	130,103	4,165	3,587	137,855
Software	312,807	355,189	1,440	669,436
Mailstream Solutions	864,848	375,543	45,035	1,285,426
Management Services	487,490	28,668	2,931	519,089
Mail Services	214,085	8,524	4,554	227,163
Marketing Services	224,734	41,831	1,615	268,180
Mailstream Services	926,309	79,023	9,100	1,014,432
Total	\$ 1,791,157	\$ 454,566	\$ 54,135	\$ 2,299,858

(1) We have reclassified prior year amounts to conform to the current year presentation.

(2) "Other" includes post closing acquisition and foreign currency translation adjustments.

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7. Current Liabilities

Accounts payable, accrued liabilities, notes payable and current portion of long-term obligations are composed of the following:

	December 31,	
	2008	2007
Accounts payable-trade	\$ 323,959	\$ 348,293
Reserve account deposits	555,557	522,198
Accrued salaries, wages and commissions	271,940	312,330
Accrued restructuring charges	142,592	91,713
Miscellaneous accounts payable and accrued liabilities	628,351	691,033
	\$ 1,922,399	\$ 1,965,567
Notes payable	\$ 610,460	\$ 405,213
Current portion of long-term debt and capital leases	160,041	548,554
	\$ 770,501	\$ 953,767

In countries outside the U.S., banks generally lend to our non-finance subsidiaries on an overdraft or term-loan basis. These overdraft arrangements and term-loans, for the most part, are extended on an uncommitted basis by banks and do not require compensating balances or commitment fees.

Reserve account deposits represent customers' prepayment of postage. Deposits are held by our subsidiary, Pitney Bowes Bank. See Note 17 to the Consolidated Financial Statements for further details.

Notes payable are issued as commercial paper, loans against bank lines of credit, or to trust departments of banks and others at below prevailing prime rates. The weighted average interest rates were 1.3% and 4.3% on notes payable and overdrafts outstanding at December 31, 2008 and 2007, respectively.

We had unused credit facilities of \$1.5 billion at December 31, 2008, primarily to support commercial paper issuances. Fees paid to maintain lines of credit were \$0.8 million, \$0.8 million and \$0.9 million in 2008, 2007 and 2006, respectively.

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8. Long-term Debt

	December 31,	
	2008	2007
Recourse debt		
8.55% notes due 2009 (1)	\$ —	\$ 150,000
5.32% credit facility due 2012	150,000	150,000
4.63% notes due 2012	400,000	400,000
3.88% notes due 2013	375,000	375,000
4.88% notes due 2014	450,000	450,000
5.00% notes due 2015	400,000	400,000
4.75% notes due 2016	500,000	500,000
5.75% notes due 2017	500,000	500,000
2.37% to 5.13% notes due 2018 (2)	350,000	350,000
2.24% to 4.98% notes due 2018	250,000	—
5.25% notes due 2037	500,000	500,000
Fair value hedges basis adjustment	76,043	25,753
Mortgage	—	13,186
Other (3)	(16,178)	(11,864)
Total long-term debt	\$ 3,934,865	\$ 3,802,075

- (1) In 2002, we terminated an interest rate swap associated with these notes, resulting in an effective interest rate of 5.05%. These notes are reported in current portion of long-term debt at December 31, 2008.
- (2) In April 2003, we entered into an interest rate swap for an aggregate notional amount of \$350 million. The interest rate swap effectively converted the fixed rate of 4.75% on \$350 million of our notes, due 2018, into variable interest rates. The variable rates payable by us in connection with the swap agreement were based on six month LIBOR less a spread of 22.8 basis points and the fixed rate received by us matched the fixed interest payment due on the notes. On November 21, 2008, we unwound this interest rate swap. This transaction was not undertaken for liquidity purposes but rather to fix our effective interest rate to 3.2% for the remaining term of these notes. We received \$44 million, excluding accrued interest, associated with the unwind of this interest rate swap. This amount will be reflected as a reduction of interest expense over the remaining term of these notes.
- (3) Other consists primarily of debt discounts and premiums.

On March 4, 2008, we issued \$250 million of 10 year fixed rate notes with a coupon rate of 5.60%. The interest is paid semi-annually beginning September 2008. The notes mature on March 15, 2018. We simultaneously entered into two interest rate swaps for a total notional amount of \$250 million to convert the fixed rate debt to a floating rate obligation bearing interest at 6 month LIBOR plus 111.5 basis points. The proceeds from these notes were used for general corporate purposes, including the repayment of commercial paper and repurchase of our stock.

In December 2007, we entered into a \$150 million syndicated bank transaction priced at 3 month LIBOR plus 35 basis points. The proceeds from this credit facility, due 2012, were used to pay off the \$150 million variable rate debt that was due in 2010.

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In September 2007, we issued \$500 million of unsecured fixed rate notes maturing in September 2017. These notes bear interest at an annual rate of 5.75% and pay interest semi-annually beginning in March 2008. The proceeds from these notes were used for general corporate purposes, including the repayment of commercial paper, the financing of acquisitions, and repurchase of our stock.

In June 2008, we filed a "Well-known Seasoned Issuer" registration statement with the SEC which permits the issuance of debt securities, preferred stock, preference stock, common stock, purchase contracts, depositary shares, warrants and units.

The annual maturities of the outstanding long-term debt during each of the next five years are as follows: 2010 – no maturities; 2011 – no maturities; 2012 – \$550 million; 2013 – \$375 million; and \$2,950 million thereafter. The remaining outstanding notes with a \$150 million face value are reported in current portion of long-term debt at December 31, 2008.

The fair value hedges basis adjustment represents the revaluation of fixed rate debt that has been hedged in accordance with SFAS No. 133. See Note 19 to the Consolidated Financial Statements.

9. Income Taxes

	Years ended December 31,		
	2008	2007	2006
Continuing operations:			
Total current	\$ 142,263	\$ 160,839	\$ 298,364
Total deferred	102,666	119,383	36,640
Provision for income taxes	<u>\$ 244,929</u>	<u>\$ 280,222</u>	<u>\$ 335,004</u>

U.S. and international components of income from operations before income taxes and minority interest are as follows:

	Years ended December 31,		
	2008	2007	2006
Continuing operations:			
U.S.	\$ 573,066	\$ 624,030	\$ 719,931
International	140,111	36,681	194,559
Total continuing operations	<u>713,177</u>	<u>660,711</u>	<u>914,490</u>
Discontinued operations	—	—	(682,149)
Total	<u>\$ 713,177</u>	<u>\$ 660,711</u>	<u>\$ 232,341</u>

The effective tax rates for continuing operations for 2008, 2007 and 2006 were 34.3%, 42.4% and 36.6%, respectively. The effective tax rate for 2007 included \$54 million of tax charges related principally to a valuation allowance for certain deferred tax assets and tax rate changes outside of the U.S. The effective tax rate for 2006 included a \$20 million charge related to the IRS settlement discussed below.

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The items accounting for the difference between income taxes computed at the federal statutory rate and our provision for income taxes consist of the following:

	2008	2007	2006
Continuing operations:			
Federal statutory provision	\$ 249,612	\$ 231,249	\$ 320,072
Life insurance tax reserve, federal and state	—	—	20,000
State and local income taxes	19,820	12,281	22,194
Foreign tax differential	(2,605)	2,379	(12,713)
Foreign valuation allowance	4,560	51,724	—
Rate change	—	2,485	—
Tax exempt income/reimbursement	(5,404)	(6,743)	(15,110)
Federal income tax credits/incentives	(15,118)	(12,732)	(2,508)
Certain leasing transactions	(9,550)	—	—
Other, net	3,614	(421)	3,069
Provision for income taxes	244,929	280,222	335,004
Discontinued operations:			
Federal statutory provision	—	—	(238,753)
State and local income taxes	—	—	(29,225)
External financing transactions (see Note 2)	27,700	(5,534)	46,140
Total provision for income taxes	\$ 272,629	\$ 274,688	\$ 113,166

The components of our total provision for income taxes are as follows:

	Years ended December 31,		
	2008	2007	2006
U.S. Federal:			
Current	\$ 112,931	\$ 136,528	\$ 1,090,252
Deferred	81,936	53,235	(1,021,669)
	194,867	189,763	68,583
U.S. State and Local:			
Current	17,058	12,813	179,602
Deferred	13,434	6,083	(190,420)
	30,492	18,896	(10,818)
International:			
Current	39,974	5,964	7,567
Deferred	7,296	60,065	47,834
	47,270	66,029	55,401
Total Current	169,963	155,305	1,277,421
Total Deferred	102,666	119,383	(1,164,255)
Total provision for income taxes	\$ 272,629	\$ 274,688	\$ 113,166

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The components of our deferred tax liabilities and assets are as follows:

	December 31,	
	2008	2007
Deferred tax liabilities:		
Depreciation	\$ 67,835	\$ 44,125
Deferred profit (for tax purposes) on sales to finance subsidiaries	393,603	486,107
Lease revenue and related depreciation	342,604	296,527
Pension	—	76,830
Amortizable intangibles	61,866	45,311
Other	81,717	77,239
Deferred tax liabilities	<u>947,625</u>	<u>1,026,139</u>
Deferred tax (assets):		
Nonpension postretirement benefits	(133,484)	(141,205)
Pension	(136,673)	—
Inventory and equipment capitalization	(21,778)	(22,651)
Restructuring charges	(42,938)	(93,113)
Long-term incentives	(59,447)	(60,571)
Net operating loss and tax credit carry forwards	(103,753)	(91,513)
Other	(204,426)	(168,785)
Valuation allowance	69,047	69,792
Deferred tax (assets)	<u>(633,452)</u>	<u>(508,046)</u>
Net deferred taxes	314,173	518,093
Less amounts included in current and non-current income taxes	59,820	62,719
Deferred taxes on income	<u>\$ 254,353</u>	<u>\$ 455,374</u>

As of December 31, 2008 and 2007, approximately \$246.7 million and \$243.7 million, respectively, of net operating loss carry forwards were available to us. Most of these losses can be carried forward indefinitely.

It has not been necessary to provide for income taxes on \$710 million of cumulative undistributed earnings of subsidiaries outside the U.S. These earnings will be either indefinitely reinvested or remitted substantially free of additional tax. Determination of the liability that would result in the event all of these earnings were remitted to the U.S. is not practicable. It is estimated, however, that withholding taxes on such remittances would approximate \$15 million.

In June 2006, the FASB issued FIN No. 48, *Accounting for Uncertainty in Income Taxes*, which supplements SFAS No. 109, *Accounting for Income Taxes*, by defining the confidence level that a tax position must meet in order to be recognized in the financial statements. FIN No. 48 requires a two-step approach under which the tax effect of a position is recognized only if it is "more-likely-than-not" to be sustained and the amount of tax benefit recognized is equal to the largest tax benefit that is greater than 50 percent likely of being realized upon ultimate settlement of the tax position. This is a different standard for recognition than the approach previously required. Both approaches require us to exercise considerable judgment and estimates are inherent in both processes. We adopted the provisions of FIN No. 48 on January 1, 2007. As a result, on initial adoption we recognized an \$84.4 million increase in our liability for uncertain tax positions and a corresponding reduction to our opening retained earnings. The total amount of unrecognized tax benefits at December 31, 2008 and 2007 were \$434.2 million and \$398.9 million, respectively, of which \$370.9 million and \$335.7 million, respectively, would affect the effective tax rate if recognized. A reconciliation of the amount of unrecognized tax benefits at the beginning and end of 2008 and 2007 is as follows:

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	2008	2007
Balance at beginning of year	\$ 398,878	\$ 356,063
Increases from prior period positions	21,623	28,762
Decreases from prior period positions	(8,899)	(20,063)
Increases from current period positions	33,028	61,778
Decreases from current period positions	—	—
Decreases relating to settlements with tax authorities	(7,426)	(2,165)
Reductions as a result of a lapse of the applicable statute of limitations	(3,040)	(25,497)
Balance at end of year	\$ 434,164	\$ 398,878

Tax authorities continually examine our tax filings. On a regular basis, we conclude tax return examinations, statutes of limitations expire, and court decisions interpret tax law. We regularly assess tax uncertainties in light of these developments. As a result, it is reasonably possible that the amount of our unrecognized tax benefits will increase or decrease in the next 12 months, but we expect this change to be less than 10% of our unrecognized tax benefits. We recognize interest and penalties related to uncertain tax positions in our provision for income taxes or discontinued operations as appropriate. During the years ended December 31, 2008 and 2007 we recorded \$25.6 million and \$9.5 million, respectively, in interest and penalties and this amount was included in discontinued operations. We had \$139.2 million and \$113.6 million accrued for the payment of interest and penalties at December 31, 2008 and December 31, 2007, respectively.

Other Tax Matters

We regularly assess the likelihood of tax adjustments in each of the tax jurisdictions in which we have operations and account for the related financial statement implications. Tax reserves have been established which we believe to be appropriate given the possibility of tax adjustments. Determining the appropriate level of tax reserves requires us to exercise judgment regarding the uncertain application of tax law. The amount of reserves is adjusted when information becomes available or when an event occurs indicating a change in the reserve is appropriate. Future changes in tax reserve requirements could have a material impact on our results of operations.

We are continually under examination by tax authorities in the United States, other countries and local jurisdictions in which we have operations. The years under examination vary by jurisdiction. The current IRS exam of tax years 2001-2004 is estimated to be completed within the next two years. In connection with this exam, we have recently received notices of proposed adjustments to our filed returns. We have accrued our best estimate of the tax, interest and penalties that may result from these proposed adjustments in accordance with FIN 48. We are disputing a formal request from the IRS in the form of a civil summons to provide certain company workpapers. We believe that certain documents being sought should not be produced because they are privileged. In a similar case, the U.S. Court of Appeals for the First Circuit ruled that certain company workpapers were privileged, however, the case was remanded to the lower court to consider other related issues. Also in connection with the 2001-2004 audits, we have entered into a settlement with the IRS regarding the tax treatment of certain lease transactions related to the Capital Services business that we sold in 2006. Prior to 2007, we accrued and paid the IRS the additional tax and interest associated with this settlement. A variety of post-1999 tax years remain subject to examination by other tax authorities, including the U.K., Canada, France, Germany and various U.S. states. We have accrued our best estimate of the tax, interest and penalties that may result from these tax uncertainties in these and other jurisdictions in accordance with FIN 48. However, the resolution of such matters could have a material impact on our results of operations, financial position and cash flows.

In August 2006, we reached a settlement with the IRS governing all outstanding tax audit issues in dispute for the tax years through 2000. Accordingly, in 2006 we recorded \$61 million of additional tax expense. Of the \$61 million, \$41 million related to the Capital Services business and was included in discontinued operations and \$20 million was included in continuing operations. The federal statute of limitations for these years has now expired. In 2006, we accrued in discontinued operations an additional tax expense of \$16.2 million to record the impact of the Tax Increase Prevention and Reconciliation Act ("TIPRA"). The TIPRA legislation repealed the exclusion from federal income taxation of a portion of the income generated from certain leveraged leases of aircraft by foreign sales corporations. See Note 2 to the Consolidated Financial Statements for further discussion of the discontinued operations.

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In 2008, an analysis of the book and tax bases of leasing assets indicated that an adjustment to the deferred tax accounts was required. A deferred tax asset related to the acceleration of rental income for tax purposes was not properly captured in prior years. A benefit of \$9.5 million related to years presented was recorded in the 2008 tax provision and an adjustment of \$16.9 million was made to opening retained earnings related to earlier years to establish the related deferred tax assets. The impact of the adjustments was not material to any individual year.

During 2009, we expect to reverse tax benefits of approximately \$11 to \$13 million associated with the expiration of vested stock options and the vesting of restricted stock units previously granted to our employees. This write-off of deferred tax assets will not increase the amount of tax to be paid.

10. Preferred Stockholders' Equity in Subsidiary Companies

Pitney Bowes International Holdings, Inc., a subsidiary of the Company, has 3,750,000 shares outstanding or \$375 million of variable term voting preferred stock owned by certain outside institutional investors. These preferred shares are entitled to 25% of the combined voting power of all classes of capital stock. All outstanding common stock of Pitney Bowes International Holdings, Inc., representing the remaining 75% of the combined voting power of all classes of capital stock, is owned directly or indirectly by Pitney Bowes Inc. The preferred stock, \$.01 par value, is entitled to cumulative dividends at rates set at auction. The weighted average dividend rate in 2008 and 2007 was 4.9%. Preferred dividends are included in minority interest (preferred stock dividends of subsidiaries) in the Consolidated Statements of Income. The preferred stock is subject to mandatory redemption based on certain events, at a redemption price not less than \$100 per share, plus the amount of any dividends accrued or in arrears. No dividends were in arrears at December 31, 2008 or 2007.

At December 31, 2007, a subsidiary of the Company had 100 shares or \$10 million of 9.11% Cumulative Preferred Stock, mandatorily redeemable in 20 years, owned by an institutional investor. In August 2008, we redeemed 100% of this Preferred Stock resulting in a net loss of \$1.8 million.

11. Stockholders' (Deficit) Equity

At December 31, 2008, 480,000,000 shares of common stock, 600,000 shares of cumulative preferred stock, and 5,000,000 shares of preference stock were authorized. At December 31, 2008, 206,181,193 shares of common stock (net of 117,156,719 shares of treasury stock), 135 shares of 4% convertible cumulative preferred stock (4% preferred stock) and 36,056 shares of \$2.12 convertible preference stock (\$2.12 preference stock) were issued and outstanding. In the future, the Board of Directors can issue the balance of unreserved and unissued preferred stock (599,865 shares) and preference stock (4,963,944 shares). The Board will determine the dividend rate, terms of redemption, terms of conversion (if any) and other pertinent features. At December 31, 2008, unreserved and unissued common stock (exclusive of treasury stock) amounted to 115,142,879 shares.

The 4% preferred stock outstanding, entitled to cumulative dividends at the rate of \$2 per year, can be redeemed at the Company's option, in whole or in part at any time, at the price of \$50 per share, plus dividends accrued to the redemption date. Each share of the 4% preferred stock can be converted into 24.24 shares of common stock, subject to adjustment in certain events.

The \$2.12 preference stock is entitled to cumulative dividends at the rate of \$2.12 per year and can be redeemed at the Company's option at the rate of \$28 per share. Each share of the \$2.12 preference stock can be converted into 16.53 shares of common stock, subject to adjustment in certain events.

Cash dividends paid on common stock were \$1.40 per share, \$1.32 per share and \$1.28 per share for 2008, 2007, and 2006 respectively.

At December 31, 2008, a total of 599,278 shares of common stock were reserved for issuance upon conversion of the 4% preferred stock (3,272 shares) and \$2.12 preference stock (596,006 shares). In addition, 21,320,579 shares of common stock were reserved for issuance under our dividend reinvestment and other corporate plans.

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The following table summarizes the preferred, preference and common stock outstanding:

	Preferred Stock	Preference Stock	Common Stock		
			Issued	Treasury	Outstanding
Balance, December 31, 2005	335	42,946	323,337,912	(96,630,706)	226,707,206
Repurchase of common stock				(9,180,216)	
Issuances of common stock				3,026,290	
Conversions of common stock	(200)	(3,339)		60,042	
Balance, December 31, 2006	135	39,607	323,337,912	(102,724,590)	220,613,322
Repurchase of common stock				(9,075,104)	
Issuances of common stock				2,934,801	
Conversions of common stock	—	(2,538)		41,940	
Balance, December 31, 2007	135	37,069	323,337,912	(108,822,953)	214,514,959
Repurchase of common stock				(9,246,535)	
Issuances of common stock				896,030	
Conversions of common stock	—	(1,013)		16,739	
Balance, December 31, 2008	135	36,056	323,337,912	(117,156,719)	206,181,193

Accumulated Other Comprehensive (Loss) Income

The components of accumulated other comprehensive (loss) income are as follow:

	2008	2007	2006
Foreign currency translation adjustments (1)	\$ 35,800	\$ 341,252	\$ 176,524
Net unrealized loss on derivatives	(18,952)	(282)	(3,083)
Net unrealized gain on investment securities	932	352	—
Amortization of pension and postretirement costs	36,261	22,172	—
Net unamortized loss on pension and postretirement plans (2)	(650,382)	(274,838)	(305,185)
Accumulated other comprehensive (loss) income	\$ (596,341)	\$ 88,656	\$ (131,744)

(1) Includes net deferred translation gains of \$41.7 million and \$47.6 million for the years ended December 31, 2008 and 2007, respectively. These amounts are associated with inter-company loans denominated in a foreign currency that have been designated as a hedge of net investment.

(2) Includes a charge of \$297.2 million for the initial adoption of FAS 158 in 2006.

12. Stock Plans

Effective January 1, 2006, we adopted the provisions of SFAS No. 123(R). SFAS No. 123(R) established accounting for stock-based awards exchanged for employee services. Accordingly, stock-based compensation cost is measured at the grant date, based on the fair value of the award, and is recognized as expense over the employee requisite service period.

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The following table shows total stock-based compensation expense for stock options, restricted stock units, and employee stock purchase plans.

	Years Ended December 31,		
	2008	2007	2006
Stock options	\$ 11,851	\$ 14,001	\$ 20,412
Restricted stock units	11,168	7,115	3,363
Employee stock purchase plans	3,383	3,015	3,600
Pre-tax stock-based compensation	\$ 26,402	\$ 24,131	\$ 27,375

The following table shows stock-based compensation expense as included in the Consolidated Statements of Income:

	Years Ended December 31,		
	2008	2007	2006
Cost of equipment sales	\$ 1,802	\$ 1,649	\$ 1,869
Cost of support services	777	710	806
Cost of business services	1,073	980	1,112
Selling, general and administrative	21,862	19,984	22,669
Research and development	888	808	919
Pre-tax stock-based compensation	26,402	24,131	27,375
Income tax	(9,109)	(8,277)	(9,308)
Stock-based compensation expense, net	\$ 17,293	\$ 15,854	\$ 18,067
Basic earnings per share impact	\$ 0.08	\$ 0.07	\$ 0.08
Diluted earnings per share impact	\$ 0.08	\$ 0.07	\$ 0.08

Capitalized stock-based compensation costs at December 31, 2008 and 2007 were not material.

At December 31, 2008, \$6.1 million of unrecognized compensation cost related to non-vested stock options is expected to be recognized over a weighted average period of 1.6 years. At December 31, 2008, \$24.5 million of unrecognized compensation cost related to non-vested restricted stock units is expected to be recognized over a weighted average period of 1.8 years.

The total intrinsic value of options exercised during the years ended December 31, 2008, 2007 and 2006, was \$1.1 million, \$28.1 million and \$23.2 million, respectively. The total intrinsic value of restricted stock units converted during 2008 was \$4.2 million. Proceeds from issuance of stock in our Consolidated Statements of Cash Flows for 2007 and 2006 include \$5.0 million and \$3.4 million, respectively, of windfall tax benefits from stock options exercised and restricted stock units converted.

We settle employee stock compensation awards with treasury shares.

Our stock-based compensation awards require a minimum requisite service period of one year for retirement eligible employees.

At December 31, 2008, there were 14,677,468 shares available for future grants of stock options and restricted stock units under our stock plans.

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Incentive Awards

Long-term incentive awards are provided to employees under the terms of our plans. The Executive Compensation Committee of the Board of Directors administers these plans. Awards granted under these plans may include stock options, restricted stock units, other stock based awards, cash or any combination thereof.

Effective in 2006, we changed the components of our long-term incentive compensation structure. This change increased the amount of restricted stock units and cash incentive awards issued to employees and reduced the number of stock options granted.

We have the following stock plans that are described below: the U.S. and U.K. Stock Option Plans (ESP), the U.S. and U.K. Employee Stock Purchase Plans (ESPP), and the Directors' Stock Plan.

Stock Options

Under our stock plan, certain officers and employees are granted options at prices equal to the market value of our common shares at the date of grant. Options granted in 2004 and prior thereto generally became exercisable in three equal installments during the first three years following their grant and expire after ten years. Options granted in 2005 and thereafter generally become exercisable in four equal installments during the first four years following their grant and expire ten years from the date of grant.

The following tables summarize information about stock option transactions during 2008:

	Shares	Per share weighted average exercise price
Options outstanding at December 31, 2007	18,742,518	\$ 43.23
Granted	2,126,310	\$ 36.74
Exercised	(216,318)	\$ 30.24
Canceled	(1,667,342)	\$ 45.07
Forfeited	(177,098)	\$ 42.06
Options outstanding at December 31, 2008	18,808,070	\$ 42.50

	Shares	Per share weighted average exercise price
Options exercisable at December 31, 2008	14,551,367	\$ 42.87

We granted 1,488,387 and 1,967,993 options in 2007 and 2006, respectively. The weighted average exercise price of the options granted was \$47.17 and \$42.00, respectively.

The weighted-average remaining contractual life of the total options outstanding and options exercisable at December 31, 2008 was 4.3 years and 3.2 years, respectively. The total options outstanding and exercisable at December 31, 2008 have no intrinsic value.

The weighted average remaining contractual life of the options outstanding and options exercisable at December 31, 2007 was 4.3 years and 3.3 years, respectively. The intrinsic value of the total options outstanding and options exercisable at December 31, 2007 was \$97.4 million and \$67.6 million, respectively.

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The following table summarizes information about stock options outstanding and exercisable at December 31, 2008:

Options Outstanding			
Range of per share exercise prices	Number	Weighted average remaining contractual life	Per share weighted average exercise price
\$26.99 - \$35.99	4,078,647	2.6 years	\$ 30.22
\$36.00 - \$45.99	7,399,219	6.2 years	\$ 40.33
\$46.00 - \$56.99	5,353,067	4.5 years	\$ 46.91
\$57.00 - \$65.72	1,977,137	0.1 years	\$ 64.00
	18,808,070		

Options Exercisable		
Range of per share exercise prices	Number	Per share weighted average exercise price
\$26.99 - \$35.99	3,928,647	\$ 30.08
\$36.00 - \$45.99	4,382,106	\$ 40.99
\$46.00 - \$56.99	4,263,477	\$ 46.77
\$57.00 - \$65.72	1,977,137	\$ 64.00
	14,551,367	

Certain employees eligible for performance-based compensation may defer up to 100% of their annual awards, subject to the terms and conditions of the Pitney Bowes Deferred Incentive Savings Plan. Participants may allocate deferred compensation among specified investment choices. Previously, the investment choices offered included stock options under the U.S. stock option plan. Stock options acquired under this plan were generally exercisable three years following their grant and expired after a period not to exceed ten years from the date of grant. There were 131,214, 163,480 and 236,101 options outstanding under this plan at December 31, 2008, 2007 and 2006, respectively, which are included in outstanding options under our U.S. stock option plan. Beginning with the 2004 plan year, options were no longer offered as an investment choice.

We estimate the fair value of stock options using a Black-Scholes valuation model. Key input assumptions used to estimate the fair value of stock options include the volatility of our stock, the risk-free interest rate and our dividend yield. We believe that the valuation technique and the approach utilized to develop the underlying assumptions are appropriate in estimating the fair value of our stock option grants. Estimates of fair value are not intended to predict actual future events or the value ultimately realized by employees who receive equity awards, and subsequent events are not indicative of the reasonableness of the original estimates of fair value we made under SFAS No. 123(R).

The fair value of stock options granted and related assumptions are as follows:

	Years ended December 31,		
	2008	2007	2006
Expected dividend yield	3.0%	2.9%	2.9%
Expected stock price volatility (1)	12.3%	13.7%	17.6%
Risk-free interest rate (2)	2.7%	4.7%	4.6%
Expected life – years (3)	5	5	5
Weighted-average fair value per option granted	\$ 3.22	\$ 6.69	\$ 7.13

- (1) Our estimates of expected stock price volatility are based on historical price changes of our stock.
- (2) The risk-free interest rate is based on U.S. Treasuries with a term equal to the expected option term.
- (3) The expected life is based on historical experience.

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Restricted Stock and Restricted Stock Units

Our stock plan permits the issuance of restricted stock and restricted stock units. Restricted stock units are stock awards that are granted to employees and entitle the holder to shares of common stock as the award vests, typically over a four year service period. The fair value of the awards is determined on the grant date based on our stock price at that date.

Restricted stock awards are subject to one or more restrictions, which may include continued employment over a specified period or the attainment of specified financial performance goals. Where a restricted stock award is subject to both tenure and attainment of financial performance goals, the restrictions would be released, in total or in part, only if the executive is still employed by us at the end of the performance period and if the performance objectives are achieved. Where the sole restriction of a restricted stock award is continued employment over a specified period, such period may not be less than three years. The compensation expense for each award is recognized over the performance period. We issued 10,000 shares of restricted stock in August 2008. We did not issue any shares of restricted stock during 2007 and 2006. During 2008, compensation expense was offset by forfeiture reversals. We recorded compensation expenses of \$0.7 million and \$1.3 million in 2007 and 2006, respectively.

The following table summarizes information about restricted stock unit transactions during 2008:

	Units / Shares	Weighted average grant date fair value
Restricted stock units outstanding at December 31, 2007	460,479	\$ 46.09
Granted	512,415	\$ 36.91
Vested	(130,500)	\$ 45.62
Forfeited	(51,113)	\$ 41.78
Restricted stock units outstanding at December 31, 2008	791,281	\$ 40.50

We issued 334,442 shares and 256,519 shares of restricted stock units in 2007 and 2006, respectively. The weighted average grant price was \$47.91 and \$42.63 for 2007 and 2006, respectively. The intrinsic value of the outstanding restricted stock units at December 31, 2008 was \$20.2 million, with a weighted average remaining term of 2.6 years.

Employee Stock Purchase Plans

The U.S. Employee Stock Purchase Plan enables substantially all U.S. and Canadian employees to purchase shares of our common stock at a discounted offering price and is considered a compensatory plan in accordance with SFAS No. 123(R). In 2008, the offering price was 85% of the average price of our common stock on the New York Stock Exchange on the offering date. At no time will the exercise price be less than the lowest price permitted under Section 423 of the Internal Revenue Code. The U.K. S.A.Y.E. Plan also enables eligible employees of our participating U.K. subsidiaries to purchase shares of our stock at a discounted offering price which, in 2008, was 90% of the average closing price of our common stock on the New York Stock Exchange for the three business days preceding the offering date. We may grant rights to purchase up to 6,226,677 common shares to our regular employees under the U.S. and U.K. Plans. Compensation expense relating to the U.S. Plan is recognized over a twelve month participation period. Compensation expense for the U.K. Plan is recognized over participation periods of 3 or 5 years.

We granted rights to purchase 437,350 shares in 2008, 446,755 shares in 2007 and 435,592 shares in 2006. The per share fair value of rights granted was \$5 in 2008, \$8 in 2007 and \$7 in 2006 for the U.S. ESPP and \$4 in 2008, \$7 in 2007 and \$8 in 2006 for the U.K. ESPP.

Directors' Stock Plan

Under this plan, each non-employee director is granted 2,200 shares of restricted common stock annually. Shares granted at no cost to the directors were 26,400 in 2008 and 24,665 in 2007. Compensation expense, net of taxes, was \$0.6 million for 2008, \$0.8 million for 2007 and \$0.4 for 2006. The shares carry full voting and dividend rights but, except as provided herein, may not be transferred or alienated until the later of (1) termination of service as a director, or, if earlier, the date of a change of control, or (2) the expiration of the six-month period following the grant of such shares. If a director terminates service as a director prior to the expiration of the six-month period following a grant of restricted stock, that award will be forfeited. The Directors' Stock Plan permits certain limited dispositions of restricted common stock to family members, family trusts or partnerships, as well as donations to charity after the expiration of the six-month holding period, provided the director retains a minimum of 7,500 shares of restricted common stock.

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Non-employee directors may defer up to 100% of their eligible compensation, subject to the terms and conditions of the Pitney Bowes Deferred Incentive Savings Plan for directors. Participants may allocate deferred compensation among specified investment choices. Previously, the investment choices offered included stock options under the Directors' Stock Plan. Stock options acquired under this plan were generally exercisable three years following their grant and expired after a period not to exceed ten years. There were 15,269, 22,091 and 41,716 options outstanding under this plan at December 31, 2008, 2007 and 2006, respectively. Beginning with the 2004 plan year, options were no longer offered as an investment choice.

13. Retirement Plans and Postretirement Medical Benefits

We have several defined benefit and defined contribution retirement plans covering substantially all employees worldwide. Benefits are primarily based on employees' compensation and years of service. Our contributions are determined based on the funding requirements of U.S. federal and other governmental laws and regulations. We use a measurement date of December 31 for all of our retirement plans.

U.S. employees hired after January 1, 2005, Canadian employees hired after April 1, 2005, and U.K. employees hired after July 1, 2005, are not eligible for our defined benefit retirement plans.

We contributed \$32.1 million, \$30.5 million and \$28.1 million to our U.S. defined contribution plans in 2008, 2007 and 2006, respectively.

Defined Benefit Pension Plans

The change in benefit obligations, plan assets and the funded status for defined benefit pension plans are as follows:

	United States		Foreign	
	2008	2007	2008	2007
Change in benefit obligation:				
Benefit obligation at beginning of year	\$ 1,596,486	\$ 1,624,743	\$ 557,185	\$ 523,958
Service cost	29,699	28,500	10,562	13,427
Interest cost	96,205	94,173	29,140	27,720
Plan participants' contributions	—	—	2,978	3,004
Actuarial loss (gain)	528	(41,049)	(75,728)	(25,744)
Foreign currency changes	—	—	(117,234)	32,399
Curtailment	—	—	—	906
Special termination benefits	2,105	1,187	632	—
Benefits paid	(119,643)	(111,068)	(23,028)	(18,485)
Benefit obligation at end of year	<u>\$ 1,605,380</u>	<u>\$ 1,596,486</u>	<u>\$ 384,507</u>	<u>\$ 557,185</u>

	United States		Foreign	
	2008	2007	2008	2007
Change in plan assets:				
Fair value of plan assets at beginning of year	\$ 1,675,002	\$ 1,655,283	\$ 532,627	\$ 478,375
Actual return on plan assets	(390,374)	121,973	(101,822)	31,554
Company contributions	10,286	8,814	7,868	9,615
Plan participants' contributions	—	—	2,978	3,004
Foreign currency changes	—	—	(106,417)	28,564
Benefits paid	(119,643)	(111,068)	(23,028)	(18,485)
Fair value of plan assets at end of year	<u>\$ 1,175,271</u>	<u>\$ 1,675,002</u>	<u>\$ 312,206</u>	<u>\$ 532,627</u>

Funded status, end of year:				
Fair value of plan assets at end of year	\$ 1,175,271	\$ 1,675,002	\$ 312,206	\$ 532,627
Benefit obligations at end of year	1,605,380	1,596,486	384,507	557,185
Funded status	<u>\$ (430,109)</u>	<u>\$ 78,516</u>	<u>\$ (72,301)</u>	<u>\$ (24,558)</u>

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Information provided in the table below is only for pension plans with an accumulated benefit obligation in excess of plan assets at December 31, 2008 and 2007:

	United States		Foreign	
	2008	2007	2008	2007
Projected benefit obligation	\$ 1,605,380	\$ 101,428	\$ 37,094	\$ 36,086
Accumulated benefit obligation	\$ 1,501,848	\$ 80,497	\$ 34,747	\$ 34,428
Fair value of plan assets	\$ 1,175,271	\$ 1,656	\$ 9,120	\$ 10,885

The accumulated benefit obligation for all U.S. defined benefit plans at December 31, 2008 and 2007 was \$1.5 billion for both years. The accumulated benefit obligation for all foreign defined benefit plans at December 31, 2008 and 2007 was \$337 million and \$484 million, respectively.

	United States		Foreign	
	2008	2007	2008	2007
Amounts recognized in the Consolidated Balance Sheets:				
Non-current asset	\$ —	\$ 178,288	\$ 184	\$ 6,921
Current liability	(6,513)	(5,387)	(875)	(884)
Non-current liability	(423,596)	(94,385)	(71,610)	(30,595)
Net amount recognized	\$ (430,109)	\$ 78,516	\$ (72,301)	\$ (24,558)

Pre-tax amounts recognized in accumulated other comprehensive income ("AOCI") consist of:

Net actuarial loss	\$ 833,674	\$ 328,968	\$ 119,733	\$ 93,186
Prior service cost/(credit)	(113)	(2,673)	1,211	2,266
Transition obligation (asset)	—	—	(97)	(14)
Total	\$ 833,561	\$ 326,295	\$ 120,847	\$ 95,438

The estimated amounts that will be amortized from AOCI into net periodic benefits cost in 2009 are as follows:

Net actuarial loss	\$ 27,309	\$ 2,645
Prior service cost/(credit)	(2,645)	471
Transition obligation	—	(10)
Total	\$ 24,664	\$ 3,106

Weighted average assumptions used to determine end of year benefit obligations:

Discount rate	6.05%	6.15%	2.25% - 6.60%	2.25% - 5.80%
Rate of compensation increase	4.25%	4.50%	2.50% - 5.10%	2.50% - 5.50%

At December 31, 2008 there are 8,800 shares of our common stock included in the plan assets of our pension plans.

We anticipate making contributions of up to \$10 million to both our U.S. and foreign pension plans during 2009. We will reassess our funding alternatives as the year progresses.

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The components of the net periodic benefit cost for defined pension plans are as follows:

	United States			Foreign		
	2008	2007	2006	2008	2007	2006
Service cost	\$ 29,699	\$ 28,500	\$ 26,771	\$ 10,562	\$ 13,427	\$ 11,207
Interest cost	96,205	94,173	91,823	29,140	27,720	22,666
Expected return on plan assets	(132,748)	(127,070)	(125,204)	(36,713)	(37,079)	(31,338)
Amortization of transition cost	—	—	—	142	(706)	(654)
Amortization of prior service cost	(2,560)	(2,116)	(2,090)	628	663	618
Recognized net actuarial loss	18,944	29,860	34,881	3,981	7,347	9,516
Curtailment	—	—	—	—	906	883
Net periodic benefit cost	\$ 9,540	\$ 23,347	\$ 26,181	\$ 7,740	\$ 12,278	\$ 12,898

Other changes in plan assets and benefit obligations recognized in other comprehensive income was a net loss of \$361.5 million (net of \$207.6 million of tax) in 2008 and a net gain of \$52.5 million (net of \$29.2 million of tax) in 2007.

	United States			Foreign		
	2008	2007	2006	2008	2007	2006
Weighted average assumptions used to determine net periodic benefit costs:						
Discount rate	6.15%	5.85%	5.60%	2.25% - 5.80%	2.25% - 5.30%	2.25% - 5.00%
Expected return on plan assets	8.50%	8.50%	8.50%	3.50% - 7.75%	3.50% - 7.75%	3.50% - 8.00%
Rate of compensation increase	4.50%	4.50%	4.50%	2.50% - 5.50%	2.50% - 5.30%	1.75% - 4.10%

U.S. Pension Plans' Investment Strategy and Asset Allocation

Our U.S. pension plans' investment strategy supports the objectives of the fund, which are to maximize returns within reasonable and prudent levels of risk, to achieve and maintain full funding of the accumulated benefit obligations and the actuarial liabilities, and to earn a nominal rate of return of at least 8.0%. The fund has established a strategic asset allocation policy to achieve these objectives. Investments are diversified across asset classes and within each class to reduce the risk of large losses and are periodically rebalanced. Derivatives, such as swaps, options, forwards and futures contracts may be used for market exposure, to alter risk/return characteristics and to manage foreign currency exposure. The pension plans' liabilities, investment objectives and investment managers are reviewed periodically.

The expected long-term rate of return on plan assets is based on historical and projected rates of return for current and planned asset classes in the plans' investment portfolio after analyzing historical experience and future expectations of the returns and volatility of the various asset classes. The overall expected rate of return for the portfolio was determined based on the target asset allocations for each asset class, adjusted for historical and expected experience of active portfolio management results, when compared to the benchmark returns.

The target allocation for 2009 and the asset allocation for the U.S. pension plan at December 31, 2008 and 2007, by asset category, are as follows:

Asset category	Target Allocation	Percentage of Plan Assets at December 31,	
	2009	2008	2007
U.S. equities	37%	33%	42%
Non-U.S. equities	19%	17%	23%
Fixed income	32%	39%	28%
Real estate	5%	7%	6%
Private equity	7%	4%	1%
Total	100%	100%	100%

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The fair value of plan assets was \$1.2 billion and \$1.7 billion at December 31, 2008 and 2007, respectively, and the expected long-term rate of return on these plan assets was 8.50% in 2008 and 2007.

Foreign Pension Plans' Investment Strategy

Our foreign pension plan assets are managed by outside investment managers and monitored regularly by local trustees, in conjunction with our corporate personnel. The investment strategies adopted by our foreign plans vary by country and plan, with each strategy tailored to achieve the expected rate of return within an acceptable or appropriate level of risk, depending upon the liability profile of plan participants, local funding requirements, investment markets and restrictions. Our largest foreign pension plan is the U.K. plan, which represents 75% of the non-U.S. pension assets. The U.K. pension plan's investment strategy supports the objectives of the fund, which are to maximize returns within reasonable and prudent levels of risk, to achieve and maintain full funding of the accumulated benefit obligations and the actuarial liabilities, and to earn a nominal rate of return of at least 7.25%. The fund has established a strategic asset allocation policy to achieve these objectives. Investments are diversified across asset classes and within each class to minimize the risk of large losses and are periodically rebalanced. Derivatives, such as swaps, options, forwards and futures contracts may be used for market exposure, to alter risk/return characteristics and to manage foreign currency exposure. The pension plans' liabilities, investment objectives and investment managers are reviewed periodically.

The expected long-term rate of return on plan assets is based on historical and projected rates of return for current and planned asset classes in the plans' investment portfolio after analyzing historical experience and future expectations of the returns and volatility of the various asset classes. The overall expected rate of return for the portfolio was determined based on the target asset allocations for each asset class, adjusted for historical and expected experience of active portfolio management results, when compared to the benchmark returns.

The target allocation for 2009 and the asset allocation for the U.K. pension plan at December 31, 2008 and 2007, by asset category, are as follows:

Asset category	Target Allocation	Percentage of Plan Assets at December 31,	
	2009	2008	2007
U.K. equities	30%	34%	29%
Non-U.K. equities	35%	29%	43%
Fixed income	35%	33%	25%
Cash	—%	4%	3%
Total	100%	100%	100%

The fair value of plan assets was \$234 million and \$403 million at December 31, 2008 and 2007, respectively, and the expected long-term rate of return on these plan assets was 7.25% and 7.75% in 2008 and 2007, respectively.

Nonpension Postretirement Benefits

We provide certain health care and life insurance benefits to eligible retirees and their dependents. The cost of these benefits is recognized over the period the employee provides credited services to the Company. Substantially all of our U.S. and Canadian employees become eligible for retiree health care benefits after reaching age 55 and with the completion of the required service period. U.S. employees hired after January 1, 2005, and Canadian employees hired after April 1, 2005, are not eligible for retiree health care benefits.

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The change in benefit obligations, plan assets and the funded status for nonpension postretirement benefit plans are as follows:

	December 31,	
	2008	2007
Change in benefit obligation:		
Benefit obligations at beginning of year	\$ 246,572	\$ 261,720
Service cost	3,613	3,529
Interest cost	14,410	13,904
Plan participants' contributions	8,627	7,951
Plan amendments	—	(4,839)
Actuarial loss (gain)	14,662	(95)
Foreign currency changes	(3,653)	2,522
Gross benefits paid	(42,259)	(41,415)
Less federal subsidy on benefits paid	2,572	3,281
Special termination benefits	—	14
Benefit obligations at end of year	<u>\$ 244,544</u>	<u>\$ 246,572</u>
Change in plan assets:		
Fair value of plan assets at beginning of year	\$ —	\$ —
Company contribution	31,060	30,183
Plan participants' contributions	8,627	7,951
Gross benefits paid	(42,259)	(41,415)
Less federal subsidy on benefits paid	2,572	3,281
Fair value of plan assets at end of year	<u>\$ —</u>	<u>\$ —</u>
Funded status, end of year:		
Fair value of plan assets at end of year	\$ —	\$ —
Benefit obligations at end of year	244,544	246,572
Funded status	<u>\$ (244,544)</u>	<u>\$ (246,572)</u>

The discount rates used in determining the accumulated postretirement benefit obligations for the U.S. plan were 5.95% in 2008 and 5.90% in 2007. The discount rates used in determining the accumulated postretirement benefit obligations for the Canadian plan were 6.60% in 2008 and 5.25% in 2007.

Amounts recognized in the Consolidated Balance Sheets consist of:

	2008	2007
Current liability	\$ (26,920)	\$ (27,728)
Non-current liability	(217,624)	(218,844)
Net amount recognized	<u>\$ (244,544)</u>	<u>\$ (246,572)</u>
Pre-tax amounts recognized in AOCI consist of:		
Net actuarial loss	\$ 55,764	
Prior service credit	(10,872)	
Total	<u>\$ 44,892</u>	

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The components of the net periodic benefit cost for nonpension postretirement benefit plans are as follows:

	2008	2007	2006
Service cost	\$ 3,613	\$ 3,529	\$ 3,347
Interest cost	14,410	13,904	13,352
Amortization of prior service benefit	(2,471)	(2,472)	(1,856)
Recognized net actuarial loss	3,386	2,214	1,908
Net periodic benefit cost	\$ 18,938	\$ 17,175	\$ 16,751

Weighted average assumptions used to determine net periodic costs during the years:

	2008	2007	2006
Discount rate – U.S.	5.90%	5.85%	5.60%
Discount rate – Canada	5.25%	5.00%	5.00%

The estimated amounts that will be amortized from AOCI into net periodic benefit cost in 2009 are as follows:

Net actuarial loss	\$ 2,892
Prior service credit	(2,476)
Total	\$ 416

The assumed health care cost trend rate used in measuring the accumulated postretirement benefit obligations for the U.S. plan was 8.00% for 2008 and 7.00% for 2007. The assumed health care trend rate is 8.00% for 2009 and we assume it will gradually decline to 5.00% by the year 2015 and remain at that level thereafter.

Assumed health care cost trend rates have a significant effect on the amounts reported for the health care plans. A 1% change in the assumed health care cost trend rates would have the following effects:

	1% Increase	1% Decrease
Effect on total of service and interest cost components	\$ 682	\$ (587)
Effect on postretirement benefit obligations	\$ 8,537	\$ (7,525)

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Estimated Future Benefit Payments

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid:

	Pension Benefits	Nonpension Postretirement Benefits
For the year ending 12/31/09	\$ 124,606	\$ 27,029
For the year ending 12/31/10	132,096	26,574
For the year ending 12/31/11	135,077	25,403
For the year ending 12/31/12	143,143	23,983
For the year ending 12/31/13	146,973	22,431
For the years ending 12/31/14-12/31/18	788,815	96,456
	<u>\$ 1,470,710</u>	<u>\$ 221,876</u>

Postretirement benefit payments represent expected contributions, net of the annual Medicare Part D subsidy of approximately \$2.8 million in 2009. Subsidy payments for 2010 – 2018 range from \$3.0 million to \$4.2 million for each year.

14. Restructuring Charges and Asset Impairments

We recorded pre-tax restructuring charges and asset impairments of \$200.3 million and \$264.0 million for the years ended December 31, 2008 and 2007, respectively. These charges primarily relate to a program we announced in November 2007 to lower our cost structure, accelerate efforts to improve operational efficiencies, and transition our product line. For the year ended December 31, 2008, the asset impairment charges included in restructuring activities relate to older technology equipment of \$28.5 million and other assets of \$2.2 million. For the year ended December 31, 2007, the asset impairment charges included in restructuring activities related to the write-off of inventory of \$48.1 million, rental assets of \$61.5 million, lease residual values of \$46.1 million and other assets of \$8.8 million.

Additional asset impairments, unrelated to restructuring, were also recorded in 2008 and 2007. For 2008, these other impairment charges are related to intangible assets of \$16.0 million principally due to a loss of a customer in our Marketing Services business and the ongoing shift in market conditions for the litigation support vertical in our Management Services business. For 2007, additional asset impairment charges included the write-down of certain intangible assets for \$8.5 million.

Other exit costs of \$35.3 million and \$5.8 million in 2008 and 2007, respectively, relate primarily to lease termination fees, facility closing costs, contract cancellation costs and outplacement costs.

As of December 31, 2008, 1,926 terminations have occurred under the restructuring program and approximately 300 additional unfilled positions have been eliminated. The majority of the liability at December 31, 2008 is expected to be paid by the end of 2009 from cash generated from operations.

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The pre-tax restructuring charges and asset impairments are composed of:

	Balance at December 31, 2007	2008 Expense	Cash payments	Non-cash charges	Balance at December 31, 2008
Severance and benefit costs	\$ 81,251	\$ 118,239	\$ (91,059)	\$ —	\$ 108,431
Asset impairments	—	46,695	—	(46,695)	—
Other exit costs	5,795	35,320	(8,437)	—	32,678
Total	\$ 87,046	\$ 200,254	\$ (99,496)	\$ (46,695)	\$ 141,109

	Balance at December 31, 2006	2007 Expense	Cash payments	Non-cash charges	Balance at December 31, 2007
Severance and benefit costs	\$ —	\$ 85,137	\$ (3,886)	\$ —	\$ 81,251
Asset impairments	—	173,081	—	(173,081)	—
Other exit costs	—	5,795	—	—	5,795
Total	\$ —	\$ 264,013	\$ (3,886)	\$ (173,081)	\$ 87,046

In January 2003, we undertook restructuring initiatives related to realigned infrastructure requirements and reduced manufacturing needs for digital equipment. In connection with this plan, we recorded pre-tax restructuring charges of \$36 million for the year ended December 31, 2006. The program was completed during 2006 and, therefore, there were no additional restructuring charges after December 31, 2006. We made restructuring payments of \$3 million, \$29 million and \$51 million during 2008, 2007 and 2006, respectively. See Note 1 to the Consolidated Financial Statements for our accounting policy related to restructuring charges and asset impairments.

15. Commitments, Contingencies and Regulatory Matters

Legal Proceedings

In the ordinary course of business, we are routinely defendants in or party to a number of pending and threatened legal actions. These may involve litigation by or against us relating to, among other things, contractual rights under vendor, insurance or other contracts; intellectual property or patent rights; equipment, service, payment or other disputes with customers; or disputes with employees. Some of these actions may be brought as a purported class action on behalf of a purported class of employees, customers or others.

Our wholly-owned subsidiary, Imagitas, Inc., is a defendant in ten purported class actions filed in six different states. These lawsuits have been coordinated in the United States District Court for the Middle District of Florida, In re: Imagitas, Driver's Privacy Protection Act Litigation (Coordinated, May 28, 2007). Each of these lawsuits alleges that the Imagitas DriverSource program violates the federal Drivers Privacy Protection Act (DPPA). Under the DriverSource program, Imagitas enters into contracts with state governments to mail out automobile registration renewal materials along with third party advertisements, without revealing the personal information of any state resident to any advertiser. The DriverSource program assists the state in performing its governmental function of delivering these mailings and funding the costs of them. The plaintiffs in these actions are seeking both statutory damages under the DPPA and an injunction against the continuation of the program. On April 9, 2008, the District Court granted Imagitas' motion for summary judgment in one of the coordinated cases, Rine, et al. v. Imagitas, Inc. (United States District Court, Middle District of Florida, filed August 1, 2006). On July 30, 2008, the District Court issued a final judgment in the Rine lawsuit and stayed all of the other cases filed against Imagitas pending an appellate decision in Rine. On August 27, 2008, the Rine plaintiffs filed an appeal of the District Court's decision in the United States Court of Appeals, Eleventh Judicial Circuit. The appellate process in this case is proceeding.

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We expect to prevail in the lawsuits against Imagitas; however, as litigation is inherently unpredictable, there can be no assurance in this regard. If the plaintiffs do prevail, the results may have a material effect on our financial position, future results of operations or cash flows, including, for example, our ability to offer certain types of goods or services in the future.

Product Warranty

We provide product warranties in conjunction with certain product sales, generally for a period of 90 days from the date of installation. Our product warranty liability reflects our best estimate of probable liability or product warranties based on historical claims experience, which has not been significant, and other currently available evidence. Accordingly, our product warranty liability at December 31, 2008 and 2007, respectively, was not material.

16. Leases

In addition to factory and office facilities owned, we lease similar properties, as well as sales and service offices, equipment and other properties, generally under long-term operating lease agreements extending from 3 to 25 years.

Future minimum lease payments under non-cancelable operating leases at December 31, 2008 are as follows:

Years ending December 31,	Operating leases
2009	\$ 80,622
2010	61,696
2011	45,468
2012	32,956
2013	21,163
Thereafter	25,338
Total minimum lease payments	\$ 267,243

Rental expense was \$129.1 million, \$146.9 million and \$138.8 million in 2008, 2007 and 2006, respectively.

17. Finance Assets

Finance Receivables

Finance receivables are generally due in monthly, quarterly or semi-annual installments over periods ranging from 3 to 5 years and are comprised of sales-type leases and customer loan receivables.

The components of finance receivables were as follows:

	December 31,	
	2008	2007
Gross finance receivables	\$ 3,338,799	\$ 3,587,947
Unguaranteed residual values	273,529	260,815
Unearned income	(666,742)	(740,046)
Initial direct cost deferred	1,914	1,914
Allowance for credit losses	(71,790)	(78,371)
Net investment in finance receivables	\$ 2,875,710	\$ 3,032,259

Net investment in finance receivables include net customer loan receivables at December 31, 2008 and 2007 of \$528.8 million and \$552.9 million, respectively. Customer loan receivables arise primarily from financing services offered to our customers for postage, supplies, and shipping payments. Customer loan receivables are generally due each month, however, customers may rollover

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outstanding balances. See discussion on Pitney Bowes Bank below. As part of our transition initiatives, we recorded a charge of \$46.1 million in 2007 for the impairment of unguaranteed residual values which was included in the restructuring charges and asset impairments line of the Consolidated Statement of Income. Also see Note 14 to the Consolidated Financial Statements for further details.

Maturities of gross finance receivables are as follows:

Years ending December 31,	
2009	\$ 1,677,044
2010	731,128
2011	499,862
2012	290,014
2013	122,074
Thereafter	18,677
	<hr/>
Total	\$ 3,338,799
	<hr/>

Pitney Bowes Bank

The Pitney Bowes Bank (PBB), our wholly owned subsidiary, is a Utah-chartered Industrial Loan Company (ILC). At December 31, 2008, PBB had assets of \$690 million and liabilities of \$630 million. The bank's assets consist of finance receivables, short and long-term investments and cash. PBB's key product offering, Purchase Power, is a revolving credit solution, which enables customers to defer payment for postage when they refill their meter. PBB earns revenue through transaction fees, finance charges on outstanding balances, and other fees for services. The bank's liabilities consist primarily of PBB's deposit solution, Reserve Account, which provides value to large-volume mailers who prefer to prepay postage and earn interest on their deposits. The FDIC and the Utah Department of Financial Institutions provide oversight of PBB.

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Leveraged Leases

Our investment in leveraged lease assets consists of the following:

	December 31,	
	2008	2007
Rental receivables	\$ 1,523,617	\$ 1,889,083
Unguaranteed residual values	11,522	32,487
Principal and interest on non-recourse loans	(1,173,789)	(1,478,555)
Unearned income	(159,429)	(193,824)
	201,921	249,191
Investment in leveraged leases	201,921	249,191
Less: Deferred taxes related to leveraged leases	(97,980)	(117,500)
	103,941	131,691
Net investment in leveraged leases	\$ 103,941	\$ 131,691

The following is a summary of the components of income from leveraged leases:

	December 31,		
	2008	2007	2006
Pre-tax leveraged lease income	\$ 316	\$ 4,270	\$ 8,019
Income tax effect	7,063	1,186	(923)
	7,379	5,456	7,096
Income from leveraged leases	\$ 7,379	\$ 5,456	\$ 7,096

Income from leveraged leases was positively impacted by \$2.6 million and negatively impacted by \$0.2 million in 2008 and 2007, respectively, due to changes in statutory tax rates.

18. Business Segment Information

We conduct our business activities in seven business segments within the Mailstream Solutions and Mailstream Services business groups. For a description of our reportable segments and the types of products and services from which each reportable segment derives its revenue, see Item 1 – “Business” on page 3 of this Form 10-K. That information is incorporated herein by reference. The information set forth below should be read in conjunction with such information. The accounting policies of the segments are the same as those described in the summary of significant accounting policies, with the exception of the items outlined below.

EBIT is determined by deducting from revenue the related costs and expenses attributable to the segment. Segment EBIT excludes general corporate expenses, restructuring charges, interest expense, other income (expense) and income taxes. Identifiable assets are those used in our operations and exclude cash and cash equivalents, short-term investments and general corporate assets. Long-lived assets exclude finance receivables and investment in leveraged leases.

As a result of certain organizational changes made during 2008, we have reclassified certain prior year amounts to conform to the current year presentation. The amounts reclassified did not have a material impact to our segment disclosures.

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Revenue and earnings before interest and taxes (EBIT) by business segment and geographic area follows:

	Revenue		
	2008	2007	2006
U.S.Mailing	\$ 2,206,856	\$ 2,364,061	\$ 2,361,811
International Mailing	1,133,652	1,069,713	1,013,278
Production Mail	616,255	622,699	595,701
Software	399,814	326,359	182,067
Mailstream Solutions	4,356,577	4,382,832	4,152,857
Management Services	1,172,170	1,134,767	1,073,911
Mail Services	541,776	441,353	358,238
Marketing Services	191,782	170,843	145,012
Mailstream Services	1,905,728	1,746,963	1,577,161
Total	\$ 6,262,305	\$ 6,129,795	\$ 5,730,018
Geographic areas:			
United States	4,335,650	4,394,156	4,213,247
Outside the United States	1,926,655	1,735,639	1,516,771
Total	\$ 6,262,305	\$ 6,129,795	\$ 5,730,018
EBIT			
	2008	2007	2006
U.S.Mailing	\$ 895,957	\$ 964,666	\$ 949,700
International Mailing	184,667	162,257	179,377
Production Mail	81,514	74,364	68,475
Software	28,335	37,031	30,442
Mailstream Solutions	1,190,473	1,238,318	1,227,994
Management Services	70,173	76,051	83,169
Mail Services	68,800	56,416	36,943
Marketing Services	15,690	8,930	20,056
Mailstream Services	154,663	141,397	140,168
Total	\$ 1,345,136	\$ 1,379,715	\$ 1,368,162
Geographic areas:			
United States	1,100,900	1,177,920	1,160,382
Outside the United States	244,236	201,795	207,780
Total	\$ 1,345,136	\$ 1,379,715	\$ 1,368,162

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Additional segment information is as follows:

	Years ended December 31,		
	2008	2007	2006
Depreciation and amortization:			
U.S. Mailing	\$ 143,300	\$ 158,568	\$ 150,784
International Mailing	63,389	67,192	60,125
Production Mail	7,358	10,092	10,456
Software	37,317	26,864	10,392
Mailstream Solutions	251,364	262,716	231,757
Management Services	65,320	65,480	64,507
Mail Services	32,045	27,573	29,620
Marketing Services	11,502	12,662	10,180
Mailstream Services	108,867	105,715	104,307
Total	\$ 360,231	\$ 368,431	\$ 336,064

	Years ended December 31,		
	2008	2007	2006
Capital expenditures:			
U.S. Mailing	\$ 99,941	\$ 92,112	\$ 142,538
International Mailing	45,473	64,241	87,192
Production Mail	3,613	3,435	9,510
Software	12,519	7,755	117
Mailstream Solutions	161,546	167,543	239,357
Management Services	28,152	52,540	54,417
Mail Services	30,344	21,431	12,332
Marketing Services	2,572	619	726
Mailstream Services	61,068	74,590	67,475
Total	\$ 222,614	\$ 242,133	\$ 306,832

	December 31,	
	2008	2007
Identifiable assets:		
U.S. Mailing	\$ 3,012,769	\$ 3,370,420
International Mailing	1,644,667	1,909,768
Production Mail	594,646	645,188
Software	994,491	1,046,776
Mailstream Solutions	6,246,573	6,972,152
Management Services	905,410	962,997
Mail Services	508,308	432,856
Marketing Services	293,322	326,257
Mailstream Services	1,707,040	1,722,110

Total	\$ 7,953,613	\$ 8,694,262
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Identifiable long-lived assets by geographic areas:

United States	\$ 2,971,267	\$ 2,862,738
Outside the United States	1,026,264	1,472,913

Total	\$ 3,997,531	\$ 4,335,651
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PITNEY BOWES INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Tabular dollars in thousands, except per share data)

Reconciliation of Segment Amounts to Consolidated Totals:

	Years ended December 31,		
	2008	2007	2006
EBIT:			
Total EBIT for reportable segments	\$ 1,345,136	\$ 1,379,715	\$ 1,368,162
Unallocated amounts:			
Interest, net	(216,450)	(241,871)	(212,596)
Corporate expense	(209,543)	(210,544)	(208,099)
Restructuring charges and asset impairments	(200,254)	(264,013)	(35,999)
Other items	(5,712)	(2,576)	3,022
Income from continuing operations before income taxes and minority interest	\$ 713,177	\$ 660,711	\$ 914,490

Depreciation and amortization:

Total depreciation and amortization for reportable segments	\$ 360,231	\$ 368,431	\$ 336,064
Corporate depreciation	18,886	14,710	15,216
Discontinued operations	—	—	11,978
Consolidated depreciation and amortization	\$ 379,117	\$ 383,141	\$ 363,258

Capital expenditures:

Total additions for reportable segments	\$ 222,614	\$ 242,133	\$ 306,832
Unallocated amounts	14,694	22,523	21,045
Consolidated capital expenditures	\$ 237,308	\$ 264,656	\$ 327,877

	December 31,	
	2008	2007
Total assets:		
Total identifiable assets by reportable segments	\$ 7,953,613	\$ 8,694,262
Cash and cash equivalents and short-term investments	398,222	440,455
General corporate assets	384,596	331,014
Consolidated assets	\$ 8,736,431	\$ 9,465,731

19. Fair Value of Financial Instruments

Effective January 1, 2008, we adopted SFAS 157 for financial assets and liabilities. Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. SFAS 157 emphasizes that an entity's valuation technique for measuring fair value should maximize observable inputs and minimize unobservable inputs.

Non-recurring nonfinancial assets and nonfinancial liabilities for which we have not applied the provisions of SFAS 157 include those measured at fair value in goodwill impairment testing, indefinite-lived intangible assets measured at fair value for impairment testing, and those non-recurring nonfinancial assets and nonfinancial liabilities initially measured at fair value in a business combination. The new fair value definition and disclosure requirements for these specific nonfinancial assets and nonfinancial liabilities will be effective January 1, 2009.

SFAS 157 established a fair value hierarchy that prioritizes the inputs used to measure fair value. The three levels of the fair value hierarchy as defined by SFAS 157 are as follows:

PITNEY BOWES INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Tabular dollars in thousands, except per share data)

Level 1 – Unadjusted quoted prices in active markets for identical assets and liabilities. Examples of Level 1 assets include money market securities and U.S. Treasury securities.

Level 2 – Observable inputs other than Level 1 inputs such as quoted prices for similar assets or liabilities; quoted prices in markets that trade infrequently; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Examples of Level 2 assets and liabilities include derivative contracts whose values are determined using a model with inputs that are observable in the market or can be derived from or corroborated by observable market data, mortgage-backed securities, asset backed securities, U.S. agency securities, and corporate notes and bonds.

Level 3 – Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the asset or liability. These inputs may be derived with internally developed methodologies that result in management's best estimate of fair value. During the twelve months ended December 31, 2008 we had no Level 3 recurring measurements.

The following table shows, by level within the fair value hierarchy, our financial assets and liabilities that are accounted for at fair value on a recurring basis at December 31, 2008. As required by SFAS 157, financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. Our assessment of the significance of a particular input to the fair value measurement requires judgment and may affect their placement within the fair value hierarchy levels.

Recurring Fair Value Measurements at December 31, 2008 by Level				
	Level 1	Level 2	Level 3	Total
Assets:				
Investment securities				
Money market funds	\$ 181,664	\$ —	\$ —	\$ 181,664
U.S. Government and agency issued debt	30,583	11,433	—	42,016
Corporate notes and bonds	—	4,725	—	4,725
Asset backed securities	—	2,658	—	2,658
Mortgage-backed securities	—	21,713	—	21,713
Derivatives				
Interest rate swaps	—	32,486	—	32,486
Total assets	\$ 212,247	\$ 73,015	\$ —	\$ 285,262
Liabilities:				
Derivatives				
Foreign exchange contracts	\$ —	\$ (286)	\$ —	\$ (286)
Treasury lock and forward starting swaps	—	(31,326)	—	(31,326)
Total liabilities	\$ —	\$ (31,612)	\$ —	\$ (31,612)

Investment Securities

For our investments, we use the market approach for recurring fair value measurements and the valuation techniques use inputs that are observable, or can be corroborated by observable data, in an active marketplace.

The following information relates to our classification into the fair value hierarchy:

- *Money Market Funds*: Money market funds typically invest in government securities, certificates of deposit, commercial paper of companies and other highly liquid and low-risk securities. Money market funds are principally used for overnight deposits and are classified in Level 1 of the fair value hierarchy.

- *U.S. Government Issued Debts*: U.S. Governmental securities are valued using active, high volume trades for identical securities. Valuation adjustments are not applied so these securities are classified in Level 1 of the fair value hierarchy.

PITNEY BOWES INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Tabular dollars in thousands, except per share data)

• *U.S. Agency Issued Debt*: U.S. Agency issued debt is based on active, high volume trades for identical or comparable securities. Non-callable agency issued debt securities are generally valued using quoted market prices. To the extent that the securities are actively traded, they are categorized in Level 1 of the fair value hierarchy. Callable agency issued debt securities are valued through benchmarking model derived prices to quoted market prices and trade data for identical or comparable securities. Callable agency issued debt securities are categorized in Level 2 of the fair value hierarchy.

• *Corporate Notes and Bonds*: The fair value of corporate securities is estimated using recently executed transactions, market price quotations where observable, or bond spreads. The spread data used are for the same maturity as the security. These securities are classified in Level 2 of the fair value hierarchy.

• *Asset Backed Securities ("ABS") and Mortgage-Backed Securities ("MBS")*: These securities are generally valued based on external pricing indices. When external index pricing is not observable, ABS and MBS are valued based on external price/spread data. If neither pricing method is available, we then utilize broker quotes. At December 31, 2008, we had \$6.4 million investments valued using non-binding broker quotes. We verify that the unadjusted indices or broker quotes are reasonable by comparing prices across multiple (three or more) dealers and we verify that current trades have occurred at these prices. When inputs are observable and supported by an active market, asset backed securities and mortgage-backed securities are classified as Level 2 of the fair value hierarchy.

Investment securities are primarily composed of investments by PBB. Our investments are all classified as "available-for-sale securities". PBB's investments at December 31, 2008 were \$196.9 million. We reported these investments in the Consolidated Balance Sheet as cash and cash equivalents of \$125.8 million, short-term investments of \$18.3 million and long-term investments of \$52.8 million.

The fair value measurements of PBB's investments are determined by third party service providers (Zions - Liquid Asset Management and Utendahl Capital Management). To validate the accuracy of the portfolio valuation, we utilize independent third parties to monthly price a minimum of 20% of the portfolio balance, ensuring our sample includes all types of securities held in the portfolio. We review the results of the pricing sample to ensure that the initial fair value valuations are accurate. If the pricing can not be validated reasonably (plus or minus 3% for each security and plus or minus 1% for the entire sample), we take action to investigate the differences. We have not adjusted the initial values as variances have been within these tolerance limits. Additionally, we ensure that the fair value measurements are in accordance with SFAS 157 and that we have properly classified our assets in the fair value hierarchy.

We have no investments either directly or indirectly in the sub-prime mortgage market. We have not experienced any write-offs in our investment portfolio. The majority of our mortgage-backed securities are either guaranteed or supported by the U.S. government. The recent market events have not caused our money market funds to experience declines in their net asset value below \$1.00 dollar per share or to incur imposed limits on redemptions.

We have no investments in inactive markets which would warrant a possible change in our pricing methods or classification within the fair value hierarchy. Further, we have no investments in auction rate securities.

Derivatives

In the normal course of business, we are exposed to the impact of interest rate changes and foreign currency fluctuations. The company limits these risks by following established risk management policies and procedures, including the use of derivatives. We use derivatives to manage the related cost of debt and to limit the effects of foreign exchange rate fluctuations on financial results. We do not use derivatives for trading or speculative purposes.

As required by SFAS 157, we have incorporated counterparty risk into the fair value of our derivative assets and our credit risk into the value of our derivative liabilities. We derive credit risk from observable data related to credit default swaps. In light of the current market events, we have not seen a material change in the creditworthiness of those banks acting as derivative counterparties.

PITNEY BOWES INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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The valuation of our interest rate swaps is based on the income approach using a model with inputs that are observable or that can be derived from or corroborated by observable market data. Our foreign exchange derivatives are measured at fair value using observable market inputs, such as forward rates.

Interest Rate Swaps

Derivatives designated as fair value hedges include interest rate swaps related to fixed rate debt. Changes in the fair value of both the derivative and item being hedged are recognized in income.

In April 2003, we entered into an interest rate swap for an aggregate notional amount of \$350 million. The interest rate swap effectively converted the fixed rate of 4.75% on \$350 million of our notes, due 2018, into variable interest rates. The variable rates payable by us were based on six month LIBOR less a spread of 22.8 basis points. At December 31, 2007, the fair value of the derivative was an asset of \$6.8 million and long-term debt was increased by the same amount. In November 2008, we unwound this interest rate swap. As a result of this transaction, we received a total payment of \$44.2 million, including accrued interest. After adjusting for interest, we recorded \$44.0 million as an increase in long-term debt to reflect the fair value hedge basis adjustment. The \$44.0 million will be recognized as a reduction in interest expense over the remaining term of the notes and results in an effective interest rate of 3.2%.

In March 2008, we entered into two interest rate swaps for an aggregate notional amount of \$250 million to effectively convert the fixed rate of 5.60% on \$250 million of our notes, due 2018, into variable interest rates. The variable rates payable by us are based on six month LIBOR plus 111.5 basis points. At December 31, 2008, the fair value of the derivatives was an asset of \$32.5 million. Long-term debt was increased by \$32.5 million as of December 31, 2008.

Foreign Exchange Contracts

We enter into foreign exchange contracts to minimize the impact of exchange rate fluctuations on inter-company loans and related interest that are denominated in a foreign currency. The revaluation of the short-term inter-company loans and interest and the mark-to-market on the derivatives are both recorded to income. At December 31, 2008, we had 24 outstanding foreign exchange contracts to buy or sell various currencies with a net liability value of \$0.1 million. The contracts will expire by April 29, 2009. At December 31, 2007, the asset value of these derivatives was \$1.9 million.

We also enter into foreign currency exchange contracts arising from the anticipated purchase of inventory between affiliates. These contracts are designated as cash flow hedges. The effective portion of the gain or loss on the cash flow hedges is included in other comprehensive income in the period that the change in fair value occurs and is reclassified to income in the same period that the hedged item is recorded in income. We had no outstanding contracts at December 31, 2008 and 2007.

Certain foreign currency derivatives have been entered into to manage foreign currency transactional exposures associated with the transactions between affiliates. These derivatives have no specific hedging designation so gains or losses are recorded in income in the period that changes in fair value occur together with the offsetting foreign exchange gains or losses on the underlying assets and liabilities. The fair value of these derivatives was a liability of \$0.2 million and \$1.9 million at December 31, 2008 and 2007, respectively.

Treasury Lock & Forward Starting Swap Agreements

We utilize forward starting swap agreements (forward swaps) in order to hedge the interest rate risk on the forecasted issuance of fixed-rate debt. These derivatives are treated as cash flow hedges, protecting against the risk of changes in future interest payments resulting from changes in LIBOR rates between the date of hedge inception and the date of the debt issuance. We consider counterparty credit risk in the hedge assessments and continue to expect the forward-starting swaps to be effective in protecting against the risk of changes in future interest payments.

Net Investment Hedges

A portion of our intercompany loans denominated in a foreign currency is designated as a hedge of net investment. The revaluation of these loans is reflected as a deferred translation gain or loss and thereby offsets a portion of the translation adjustment of the applicable foreign subsidiaries' net assets. At December 31, 2008, we had one intercompany loan with an outstanding value of \$119.2

PITNEY BOWES INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Tabular dollars in thousands, except per share data)

million designated as a net investment hedge. At December 31, 2007, we had two intercompany loans with an outstanding value of \$126.4 million associated with net investment hedges. Net deferred translation gains of \$41.7 million and \$37.4 million for 2008 and 2007, respectively, were included in accumulated other comprehensive (loss) income in stockholders' (deficit) equity on the Consolidated Balance Sheets.

The estimated fair value of our financial instruments follows:

	December 31,		December 31,	
	2008		2007	
	Carrying value (1)	Fair value	Carrying value (1)	Fair value
Investment securities	\$ 251,298	\$ 252,776	\$ 200,006	\$ 200,005
Loans receivable	\$ 528,800	\$ 528,800	\$ 554,370	\$ 554,370
Long-term debt	\$ (3,990,134)	\$ (3,880,418)	\$ (3,848,359)	\$ (3,722,209)
Derivatives, net	\$ 874	\$ 874	\$ 7,623	\$ 7,623

(1) Carrying value includes accrued interest and deferred fee income, where applicable.

The fair value of long-term debt is estimated based on quoted dealer prices for the same or similar issues. The carrying value for cash, cash equivalents, accounts receivable, loans receivable, accounts payable and notes payable approximate fair value because of the short maturity of these instruments.

20. Earnings per Share

A reconciliation of the basic and diluted earnings per share computations for income from continuing operations for the years ended December 31, 2008, 2007 and 2006 is as follows:

	2008		
	Income	Shares	Per Share
Income from continuing operations	\$ 447,493		
Less:			
Preferred stock dividends	—		
Preference stock dividends	(77)		
Basic earnings per share	\$ 447,416	208,425,191	\$ 2.15
Basic earnings per share	\$ 447,416	208,425,191	
Effect of dilutive securities:			
Preferred stock	—	3,272	
Preference stock	77	600,733	
Stock options	—	567,305	
Other	—	102,970	
Diluted earnings per share	\$ 447,493	209,699,471	\$ 2.13
Basic earnings per share of common stock:			
Continuing operations			\$ 2.15
Discontinued operations			(0.13)
Net income			\$ 2.01
Diluted earnings per share of common stock:			
Continuing operations			\$ 2.13
Discontinued operations			(0.13)
Net income			\$ 2.00



PITNEY BOWES INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Tabular dollars in thousands, except per share data)

	2007		
	Income	Shares	Per Share
Income from continuing operations	\$ 361,247		
Less:			
Preferred stock dividends	—		
Preference stock dividends	(81)		
	\$ 361,166	218,444,268	\$ 1.65
Basic earnings per share			
Basic earnings per share	\$ 361,166	218,444,268	
Effect of dilutive securities:			
Preferred stock	—	3,272	
Preference stock	81	637,877	
Stock options	—	1,971,010	
Other	—	163,319	
	\$ 361,247	221,219,746	\$ 1.63
Diluted earnings per share			
Basic earnings per share of common stock:			
Continuing operations			\$ 1.65
Discontinued operations			0.03
			\$ 1.68
Net income			
Diluted earnings per share of common stock:			
Continuing operations			\$ 1.63
Discontinued operations			0.03
			\$ 1.66
Net income			
	2006		
	Income	Shares	Per Share
Income from continuing operations	\$ 565,659		
Less:			
Preferred stock dividends	(1)		
Preference stock dividends	(86)		
	\$ 565,572	222,473,514	\$ 2.54
Basic earnings per share			
Basic earnings per share	\$ 565,572	222,473,514	
Effect of dilutive securities:			
Preferred stock	1	6,815	
Preference stock	86	682,934	
Stock options	—	2,093,517	
Other	—	186,280	
	\$ 565,659	225,443,060	\$ 2.51
Diluted earnings per share			
Basic earnings per share of common stock:			
Continuing operations			\$ 2.54
Discontinued operations			(2.07)
			\$ 0.47
Net income			
Diluted earnings per share of common stock:			
Continuing operations			\$ 2.51

Discontinued operations	(2.04)
Net income	\$ 0.47

Note: The sum of the earnings per share amounts may not equal the totals above due to rounding.

PITNEY BOWES INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Tabular dollars in thousands, except per share data)

In accordance with SFAS No. 128, *Earnings per Share*, 3.3 million, 0.5 million and 0.8 million common stock equivalent shares in 2008, 2007 and 2006, respectively, issuable upon the exercise of stock options were excluded from the above computations because the exercise prices of such options were greater than the average market price of the common stock, and therefore the impact of these shares was anti-dilutive.

21. Quarterly Financial Data (unaudited)

Summarized quarterly financial data for 2008 and 2007 follows:

2008	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Full Year
Total revenue	\$ 1,573,957	\$ 1,588,086	\$ 1,547,673	\$ 1,552,589	\$ 6,262,305
Gross profit (1)	825,645	830,321	811,999	816,009	3,283,974
Restructuring charges and asset impairments	17,093	18,815	49,229	115,117	200,254
Income from continuing operations	122,935	131,340	100,292	92,926	447,493
Loss from discontinued operations	(3,832)	(2,831)	(2,063)	(18,974)	(27,700)
Net income	119,103	128,509	98,229	73,952	419,793
Basic earnings (loss) per share:					
Continuing operations	\$ 0.58	\$ 0.63	\$ 0.48	\$ 0.45	\$ 2.15
Discontinued operations	(0.02)	(0.01)	(0.01)	(0.09)	(0.13)
Net income per share	\$ 0.56	\$ 0.62	\$ 0.47	\$ 0.36	\$ 2.01
Diluted earnings (loss) per share:					
Continuing operations	\$ 0.58	\$ 0.63	\$ 0.48	\$ 0.45	\$ 2.13
Discontinued operations	(0.02)	(0.01)	(0.01)	(0.09)	(0.13)
Net income per share	\$ 0.56	\$ 0.61	\$ 0.47	\$ 0.36	\$ 2.00
2007					
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Full Year
Total revenue	\$ 1,414,237	\$ 1,543,034	\$ 1,508,277	\$ 1,664,247	\$ 6,129,795
Gross profit (1)	756,734	837,725	799,143	865,438	3,259,040
Restructuring charges and asset impairments	—	—	4,300	259,713	264,013
Income (loss) from continuing operations	146,584	153,581	129,240	(68,158)	361,247
(Loss) income from discontinued operations	(1,788)	(1,342)	(1,565)	10,229	5,534
Net income (loss)	144,796	152,239	127,675	(57,929)	366,781
Basic earnings (loss) per share (2):					
Continuing operations	\$ 0.67	\$ 0.70	\$ 0.59	\$ (0.32)	\$ 1.65
Discontinued operations	(0.01)	(0.01)	(0.01)	0.05	0.03
Net income (loss) per share	\$ 0.66	\$ 0.69	\$ 0.58	\$ (0.27)	\$ 1.68
Diluted earnings (loss) per share (2):					
Continuing operations	\$ 0.66	\$ 0.69	\$ 0.58	\$ (0.31)	\$ 1.63
Discontinued operations	(0.01)	(0.01)	(0.01)	0.05	0.03
Net income (loss) per share	\$ 0.65	\$ 0.68	\$ 0.58	\$ (0.26)	\$ 1.66

(1) Gross profit is defined as total revenue less cost of equipment sales, cost of supplies, cost of software, cost of rentals, cost of support services and cost of business services.

(2) The sum of the quarters and earnings per share amounts may not equal the annual and total amounts due to rounding.

PITNEY BOWES INC.
SCHEDULE II - VALUATION AND QUALIFYING
ACCOUNTS AND RESERVES

FOR THE YEARS ENDED DECEMBER 31, 2006 TO 2008

(Dollars in thousands)

Description	Balance at beginning of year	Additions	Deductions	Balance at end of year
<u>Allowance for doubtful accounts</u>				
2008	\$ 49,324	\$ 17,134 (1)	\$ (21,194) (2)	\$ 45,264
2007	\$ 50,052	\$ 19,880 (1)	\$ (20,608) (2)	\$ 49,324
2006	\$ 46,261	\$ 27,718 (1)	\$ (23,927) (2)	\$ 50,052
<u>Allowance for credit losses on finance receivables</u>				
2008	\$ 78,371	\$ 51,736	\$ (58,317) (2)	\$ 71,790
2007	\$ 82,499	\$ 44,440	\$ (48,568) (2)	\$ 78,371
2006	\$ 128,862	\$ 39,432	\$ (85,795) (2)	\$ 82,499
<u>Valuation allowance for deferred tax asset (3)</u>				
2008	\$ 69,792	\$ 15,584	\$ (16,329)	\$ 69,047
2007	\$ 33,563	\$ 64,487	\$ (28,258)	\$ 69,792
2006	\$ 21,777	\$ 13,583	\$ (1,797)	\$ 33,563

(1) Includes additions charged to expenses, additions from acquisitions and impact of foreign exchange translation.

(2) Includes uncollectible accounts written off and amounts included in divestitures.

(3) Included in Consolidated Balance Sheet as a liability.

Exhibit Index

Reference Number per Item 601 of Regulation SK	Exhibit Number in this Form 10-K	Document Name	Page Number
(10)	Exhibit (i)	Pitney Bowes Inc. Key Employees' Incentive Plan, as amended and restated October 1, 2007	Page 91
	Exhibit (ii)	Pitney Bowes Inc. Deferred Incentive Savings Plan for the Board of Directors, as amended and restated effective January 1, 2009	Page 96
	Exhibit (iii)	Pitney Bowes Inc. Deferred Incentive Savings Plan, as amended and restated effective January 1, 2009	Page 108
(12)	Exhibit (iv)	Computation of ratio of earnings to fixed charges	Page 139
(21)	Exhibit (v)	Subsidiaries of the registrant	Page 140
(23)	Exhibit (vi)	Consent of experts and counsel	Page 142
(31.1)		Certification of Chief Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as amended.	Page 143
(31.2)		Certification of Chief Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as amended	Page 144
(32.1)		Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350	Page 145
(32.2)		Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350	Page 146

PITNEY BOWES INC.**KEY EMPLOYEES INCENTIVE PLAN**

(As Amended and Restated: October 1, 2007)

1. PURPOSE

- (A) The Pitney Bowes Inc. Key Employees Incentive Plan (the "Plan") is designed to provide additional cash incentives for key employees of Pitney Bowes Inc. (the "Company") and its subsidiaries and affiliates by the making of awards of supplemental compensation related to the achievement of certain performance criteria specified from time to time by the Company. It is intended that such awards will be given in a way designed to retain or attract, and to provide additional incentive to key employees in order to align their efforts with the Company and its stockholders.
- (B) The Plan shall award short-term incentives in the form of annual cash incentives, long-term cash-based incentives (e.g., Cash Incentive Units), and such other cash incentives as the Company deems reasonable and appropriate from time to time (e.g., retention awards).

2. ELIGIBILITY

- (A) Key employees of the Company and its subsidiaries and affiliates shall be eligible for awards under the Plan. The Committee, as defined in Section 7, shall determine from time to time who is a key employee of the Company and its subsidiaries and affiliates.

3. AWARDS & PAYMENT

- (A) From time to time, the Committee may make awards to such key employees as it determines to be appropriate under the terms of the Plan. All awards under the Plan shall be made on such terms and subject to such conditions as the Committee may determine, including the following:
- (i) The Committee shall decide who shall receive awards for the year, and shall make rules determining how each award is to be calculated. Awards may be made in cash, Units (as defined in subparagraph (ii)), or any combination thereof, as may, in the judgment of the Committee, be best calculated to further the purposes of the Plan. Awards will be granted subject to the Section 162(m) provisions of Section 9 of the Plan, if applicable.
 - (ii) A "Unit" is an award which entitles the recipient to receive cash in an amount which is calculated based upon the business performance of the Company or any of its divisions, subsidiaries, or affiliates during a stated period ("Cash Incentive Unit or Unit"). The Company may base the Cash Incentive Unit award on the achievement of one or more pre-established objective performance measures listed in Section 9(C), or any other indicator specified by the Committee. The Committee shall fix the period during which such performance is to be measured (the "Cycle"), the time at which the value of the Units is to be paid, and the form of the payment to be made in respect of the Units. The Board may determine from time to time that a Unit award shall be settled in whole or in part in Company stock. The Units shall be awarded under the "Pitney Bowes Cash Incentive Units Program."
 - (iii) All other cash awards made under the Plan, other than Units described in subparagraph (ii) above, are referred to as "Incentive Awards," which shall include "Annual Incentive Awards" made under the Pitney Bowes Incentive Program. Incentive Awards may be based on a participant's incentive target, individual performance, the achievement by the organization or business unit of one or more pre-established objective performance measures listed in Section 9(C) or any other measure that the Company determines appropriate to meet the purposes of the Plan.
 - (iv) The making of awards under this Plan is purely discretionary on the part of the Company and the calculation of the award value by the Company shall be final, conclusive and binding on all parties. Awards made under this Plan both rewards past performance and incents future performance.

- (B) Payments with respect to maturing Cash Incentive Units shall be paid between February 1 and March 15 of the calendar year following the final year in the Cycle. Payments to participants who reside outside the United States shall be made in such currencies and such exchange rates as are consistent with the patterns and practices under this Plan as well as local patterns and practices. Annual Incentive Awards shall be paid no later than March 15 of the calendar year following the year for which the Incentive Awards were earned. All other cash awards made under this Plan shall be paid and governed pursuant to the terms of the written award document or notification.
- (C) The Committee may from time to time establish rules and procedures pursuant to which participants will be permitted or required to defer receipt of Incentive Awards or Units under the Company's Deferred Incentive Savings Plan.

4. RETIREMENT, DISABILITY, DEATH, LEAVE OR TERMINATION

- (A) If a participant's employment with the Company terminates for any reason before the distribution or payment of an Annual Incentive Award or a Cash Incentive Unit award, the award will be forfeited and will not be paid, except as provided in this Section or except as otherwise determined by the Committee.
- (B) Incentive Award. If the participant's employment ceases on account of:
 - (i) Retirement (or bridged to Retirement pursuant to a written severance agreement), Total Disability as defined under the Company's disability plans or because of a Company-approved leave of absence, the participant shall be entitled to payment of the Annual Incentive Award on a pro-rata basis. ("Retirement" is defined as age 65 with 3 years of service or age 55 or older with at least 10 years of service, as that definition may be amended under the Pitney Bowes Pension Plan.) The payment will be based on the number of days the participant was actively employed during the performance measurement period, the participant's incentive percentage based on performance targets met and the participant's salary during the performance period. The payment will be made when the award otherwise would be paid whether or not the participant is actively employed at the time the payment is scheduled to be made. Actively employed for purposes of this Plan means the participant is physically at work or on a Company-approved paid leave of absence.
 - (ii) In the event of death during the performance year, the award will be pro-rated and paid to the participant's spouse or designated beneficiary, or if none, to the participant's estate.
 - (iii) If the participant terminates employment under the terms of a written severance agreement, the Company may, in its sole discretion, provide (a) in the event of a nonretirement eligible employee that all or a pro-rata portion of the participant's award is earned by and payable to the participant, or (b) in the event of a retirement eligible employee that the participant's award will be paid at the time of termination from employment in lieu of when the Annual Incentive Award is normally paid under the program.
 - (iv) In the event of a sale, spin-off or outsourcing of a business or business unit, the Company shall determine whether eligible participants are entitled to an Incentive Award and the criteria to be used in calculating the award.
- (C) Cash Incentive Unit. If the participant's employment ceases on account of:
 - (i) Retirement (or bridged to Retirement pursuant to a written severance agreement), or Total Disability as defined under the Company's disability plans, the participant will be entitled to payment of the Cash Incentive Units on a pro-rated basis based on the number of full calendar months of service during the Cycle through the date of Retirement or Total Disability. During a paid leave of absence, Family Medical Leave Act of 1993 and military leaves of absence, and disability leave where the participant is receiving benefits under the Company's disability benefit plans, the participant will be treated as actively employed with respect to the participant's outstanding Cash Incentive Unit awards. The payment of the Cash Incentive Unit will be made when the Award is otherwise paid to other eligible participants, whether or not the participant is actively employed at the time the payment is scheduled to be made. A participant will be considered actively at work if physically at work or on a Company-approved paid leave of absence.
 - (ii) In the event of death during the performance year, the award will be paid to the participant's spouse or designated beneficiaries, or if none, to the participant's estate. The payment will be made when the award is otherwise paid to other eligible participants.

- (iii) If the participant terminates employment under the terms of a written severance agreement but is not otherwise retirement eligible, Cash Incentive Units outstanding for 12 months or more from the date of termination will be paid on a pro-rated basis based on the number of full calendar months of service during the Cycle through the last day of work. The payment will be made when the award is otherwise paid to other eligible participants. Cash Incentive Units outstanding less than 12 months from the date of termination shall be forfeited.
 - (iv) In the event of a sale, spin-off or outsourcing of a business or business unit, Cash Incentive Units will be paid on a pro-rated basis based on the number of full calendar months of service during the Cycle through the last day of work.
- (D) Gross Misconduct. Notwithstanding anything in the Plan to the contrary, if the participant's employment ceases on account of Gross Misconduct all awards made to the participant under this Plan shall be forfeited upon the date of the Gross Misconduct, whether or not the participant also qualifies under any other special class described in this Section 4 including Retirement or Disability. Gross Misconduct shall be defined as (i) the participant's conviction of a felony (or crime of similar magnitude in non-U.S. jurisdictions) in connection with the performance or nonperformance of the participant's duties or (ii) the participant's willful act or failure to act in a way that results in material injury to the business or reputation of the Company or employees of the Company. The Company, in its sole discretion, shall determine whether there has been a Gross Misconduct and the Company's determination shall be final, conclusive and binding on all parties.
- (E) The provisions of Section 9 will override and take precedence over the provisions of this Section with respect to 162(m) Covered Employees.

5. CHANGE OF CONTROL

Notwithstanding anything in the Plan to the contrary, if a Change of Control occurs, the following provisions shall apply:

- (A) Annual Incentive Awards. A participant, who has previously been notified by the Company that he or she was eligible to receive an Annual Incentive Award for the year in which the Change of Control occurs, shall be paid a target incentive award for the calendar year of the Change of Control. The award shall be paid on the date on which Annual Incentive Awards would otherwise have been paid absent a Change of Control notwithstanding, except if a participant suffers a termination of employment on account of a Change of Control as defined under the Pitney Bowes Senior Executive Severance Policy, such participant shall be paid no later than fifteen (15) days after the participant terminates employment.
- (B) Cash Incentive Units. In the event of a Change of Control, all outstanding Cash Incentive Unit awards shall be valued at target, as established for each outstanding Cycle, and paid on the date on which such Cycle would otherwise be paid absent a Change of Control, except if a participant suffers a termination of employment on account of a Change of Control as defined under the Pitney Bowes Senior Executive Severance Policy, such participant shall be paid no later than fifteen (15) days after the participant terminates employment.
- (C) For purposes of this Plan, a "Change of Control" and "Termination of Employment" shall be defined as provided in the Pitney Bowes Senior Executive Severance Policy from time to time.
- (D) The foregoing is intended to set forth the minimum amount of Annual Incentive Award and Cash Incentive Unit payments that shall be made in the circumstances described above but are not intended to limit any additional payments that the Committee may desire to make as in its discretion it deems appropriate.
- (E) Any right to a payment as provided in this Section shall be a contract right of the key employees as herein described, enforceable against the Company, its assigns and successors. Upon and following the occurrence of a Change of Control, any decision rendered pursuant to this Section 5 may be contested by any claimant, and the Company agrees to pay, to the full extent permitted by law, all legal fees and expenses which a claimant may reasonably incur as a result of any contest, provided the claimant substantially prevails in the outcome thereof.

6. NO ASSIGNMENT

- (A) No award, and no right under any award shall be assignable, alienable, saleable, or transferable by a participant other than by will or by the laws of descent and distribution or pursuant to a qualified domestic relations order as defined in the Code (as defined below), or Title I of the Employee Retirement Income Security Act of 1974, as amended, or the rules thereunder; provided however, that if so determined by the Committee, a participant may in the manner established by the Committee, designate a beneficiary or beneficiaries to exercise the rights of the participant, and to receive any cash distributable, with respect to any award upon the death of the participant. Each award, and each right under any award, shall be issuable or payable only to the participant, or, if permissible under applicable law, to the participant's guardian or legal representative or to a transferee receiving such award pursuant to a qualified domestic relations order referred to above. No award, and no right under any such award, may be pledged, alienated, attached, or otherwise encumbered and any purported pledge, alienation, attachment, or encumbrance thereof shall be void and unenforceable against the Company or any affiliate.

7. ADMINISTRATION

- (A) The Plan shall be administered by a committee designated by the Board of Directors to administer the Plan (the "Committee") which shall consist of members of the Board of Directors of the Company who are "outside directors" within the meaning of Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code") and regulations promulgated thereunder. The Committee shall be composed of not less than the minimum number of outside directors from time to time required by Section 162(m) of the Code.
- (B) The Committee may establish rules for the administration of the Plan and may make administrative decisions regarding the Plan and awards hereunder. The Committee may delegate its functions hereunder to the extent consistent with applicable law.
- (C) Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan, any award, or any award agreement or certificate shall be with and in the sole discretion of the Committee, may be made at any time, and shall be final, conclusive, and binding upon all persons, including the Company, any affiliate, any participant, any holder or beneficiary of any award, and any employee of the Company or of any affiliate.

8. PLAN AMENDMENT AND TERMINATION

- (A) The Committee may amend, suspend, or terminate the Plan in whole or in part at any time, provided, however, that if in the judgment of the Committee such amendment or other action would have a material effect on the Plan, such amendment or other action must be taken by the Board of Directors of the Company. No amendment which would materially increase the cost of the Plan shall be made effective unless approved by the shareholders of the Company. This Plan may not be amended, suspended or terminated from and after the date of a Change of Control (as defined above) or in anticipation of a Change of Control so as to reduce or otherwise adversely affect the benefits to which participants in the Plan are entitled upon a Change of Control, calculated as of the date of the amendment, suspension or termination. Any termination of the Plan shall be made in accordance with the requirements of Section 409A of the Code, if applicable.

9. SECTION 162(m)

- (A) Notwithstanding the foregoing, the provisions of this Section 9 shall be applicable to awards made under the Plan to "162(m) Covered Employees" and such awards shall be referred to as "162(m) Covered Awards." (162(m) refers to the provisions of Section 162(m) of the Code.) 162(m) Covered Employees shall consist of employees in compensation Band H and above, or as such similar employees are designated in the future. For purposes of this Section 9 "162(m) Covered Employees" includes participants in the Plan who are or are expected to be, at the time taxable income will be realized with respect to the award, "covered employees" within the meaning of Section 162(m) of the Code and the Treasury regulations thereunder.
- (B) 162(m) Covered Awards shall be granted subject to the achievement of one or more pre-established objective Performance Goals (as defined below), in accordance with the requirements of Code Section 162(m) applicable to "qualified performance-based compensation" and the procedures to be established by the Committee from time to time. Notwithstanding any provision of the Plan to the contrary, the Committee shall not have discretion to waive or amend such Performance Goals or to increase the amount payable pursuant to 162 (m) Covered Awards after the Performance Goals have been established. The Committee may, in its sole discretion, reduce the amount which would otherwise be payable with respect to any 162(m) Covered Award, provided that the Change of Control provisions of Section 5 shall override any contrary provisions of this Section 9.
- (C) "Performance Goals" means one or more objective performance goals, established by the Committee at the time an award is granted, and based upon the attainment of targets for one or any combination of the following criteria: operating income,

revenues, organic revenue growth, net income, return on operating assets, gross profit, operating profit, earnings before interest and taxes (EBIT), earnings before interest, taxes, depreciation and amortization (EBITDA), return on investment, economic value added, earnings per share, return on stockholder equity, total stockholder return, total earnings, income from continuing operations, growth of book or market value of capital stock, stock price, free cash flow, adjusted free cash flow or achievement of cost control, of the Company or such subsidiary, division or affiliate of the Company for or within which the participant is primarily employed. Performance Goals also may be based upon attaining specified levels of Company performance based upon one or more of the criteria described above relative to prior periods or the performance of other corporations. Performance Goals shall be set by the Committee within the time period prescribed by Code Section 162(m).

- (D) No payment shall be made pursuant to a 162(m) Covered Award unless and until the Committee shall have certified in writing that the applicable Performance Goals have been attained. Amounts paid on 162(m) Covered Awards to a particular 162(m) Covered Employee during any fiscal year of the Company shall not exceed the maximum amount of \$4,000,000 for annual awards and \$8,000,000 for Units.

10. SECTION 409A

- (A) It is anticipated that payments under this Plan (except for certain Unit payments after a Change of Control) shall not be subject to Section 409A of the Code as a result of the "short-term deferral" exception set forth in applicable guidance. However, if and to the extent that section 409A of the Code applies to amounts payable under the Plan, distributions may only be made under the Plan upon an event and in a manner permitted by Code Section 409A. To the extent that any provision of the Plan would cause a conflict with any applicable requirements of Code Section 409A, or would cause the administration of the Plan to fail to satisfy the applicable requirements of Section 409A, such provision shall be deemed null and void.
- (B) Notwithstanding anything in the Plan to the contrary, if Section 409A of the Code applies to the Plan and if a participant is a "specified employee," as defined in Code Section 409A, payment of benefits under this Plan upon termination of employment shall be postponed for six months after termination of employment if required in order to avoid adverse taxation under Code Section 409A. If payment of benefits under the Plan is required to be postponed pursuant to Section 409A, the accumulated amounts withheld on account of Section 409A shall be paid in a lump sum payment within fifteen days after the end of the required postponement period along with interest at the Applicable Federal Rate short-term rate on the unpaid balance for the postponement period. If the participant dies during such postponement period prior to the payment of benefits, the amounts withheld on account of Section 409A shall be paid to the participant's beneficiary determined under Section 6.

11. WITHHOLDING

- (A) All payments under the Plan shall be subject to applicable tax withholding under various taxing jurisdictions as well as various liens that are legally placed on such payments as determined by the Company.

12. CONTROLLING LAW

- (A) The Plan shall be construed and enforced according to the laws of the state of Connecticut, exclusive of conflict of law provisions thereof, to the extent not preempted by Federal law, which shall otherwise control.

13. OTHER PLANS: NO RIGHTS

- (A) Nothing in the Plan shall prevent a participant from being included in any other employee benefit or stock option or purchase plan of the Company or its subsidiaries or affiliates, or from receiving any compensation provided by them. Neither the Plan nor any action taken thereunder shall be understood as giving any person any right to be retained in the employ of the Company or any subsidiary or affiliate, nor shall any person (including persons participating for a prior year) be entitled as of right to be selected as a participant in the Plan for any year.

14. EFFECTIVE DATE

- (A) The Plan, as amended and restated herein, shall become effective on October 1, 2007.

PITNEY BOWES INC.
DEFERRED INCENTIVE SAVINGS PLAN
FOR THE BOARD OF DIRECTORS

AS AMENDED AND RESTATED
EFFECTIVE JANUARY 1, 2009

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ARTICLE I

Establishment and Purpose

Pitney Bowes Inc. (the "Company") hereby amends and restates the Pitney Bowes Inc. Deferred Incentive Savings Plan for the Board of Directors (the "Plan"), effective January 1, 2009. This amendment and restatement applies only to amounts deferred under the Plan on or after January 1, 2005, and to amounts deferred prior to January 1, 2005 that were not vested as of December 31, 2004. Amounts deferred under the Plan prior to January 1, 2005 that were vested as of December 31, 2004 (the "Grandfathered Accounts") shall be subject to the provisions of the Plan as in effect on October 3, 2004, as the same may be amended from time to time by the Company without material modification, it being expressly intended that such Grandfathered Accounts are to remain exempt from the requirements of Code Section 409A. The plan governing pre-2005 deferrals in the Grandfathered Account shall be renamed the *Pitney Bowes Inc. Deferred Incentive Savings Plan for the Board of Directors for Pre-2005 Deferrals* ("Grandfathered Plan") and is attached for reference purposes as Appendix A.

The purpose of the Plan is to aid Pitney Bowes Inc. in retaining and attracting capable outside directors by providing them with savings and tax deferral opportunities. The Plan is not intended to meet the qualification requirements of Code Section 401(a), but is intended to meet the requirements of Code Section 409A, and shall be operated and interpreted consistent with that intent.

The Plan constitutes an unsecured promise by the Company to pay benefits in the future. Participants in the Plan shall have the status of general unsecured creditors of the Company. The Plan is unfunded for Federal tax purposes and is intended to be an unfunded arrangement within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA. Any amounts set aside to defray the liabilities assumed by the Company shall remain the general assets of the Company and shall remain subject to the claims of the Company's creditors until such amounts are distributed to the Participants.

ARTICLE II

Definitions

- 2.1 Account. Account means a bookkeeping account maintained by the Committee to record the payment obligation of the Company to a Participant as determined under the terms of the Plan. The Committee may maintain an Account to record the total obligation to a Participant and component Accounts to reflect amounts payable at different times and in different forms. The Account will be adjusted for hypothetical gains, earnings, dividends, losses, distributions, withdrawals and other similar activity. Reference to an Account means any such Account established by the Committee, as the context requires. Accounts are intended to constitute unfunded obligations within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.
- 2.2 Account Balance. Account Balance means, with respect to any Account, the total payment obligation owed to a Participant from such Account as of the most recent Valuation Date.
- 2.3 Beneficiary. Beneficiary means a natural person, estate, or trust designated by a Participant to receive payments to which a Beneficiary is entitled in accordance with provisions of the Plan. The Participant's spouse, if living, otherwise the Participant's estate, shall be the Beneficiary if: (i) the Participant has failed to properly designate a Beneficiary, or (ii) all designated Beneficiaries have predeceased the Participant.
- A former spouse shall have no interest under the Plan, as Beneficiary or otherwise, unless the Participant designates such person as a Beneficiary after dissolution of the marriage, except to the extent provided under the terms of a domestic relations order as described in Code Section 414(p)(1)(B).
- 2.4 Board. Board means the Board of Directors of Pitney Bowes Inc.
- 2.5 Business Day. A Business Day is each day on which the New York Stock Exchange is open for business.
- 2.6 Change of Control. Change of Control shall be deemed to have occurred if the definition for Change of Control under the Pitney Bowes Senior Executive Severance Policy has been met, as that definition is amended from time to time.

At the time of the Plan Restatement, the definition of Change of Control under the Pitney Bowes Senior Executive Severance Policy is as follows:

"Change of Control" shall be deemed to have occurred if:

(i) there is an acquisition, in any one transaction or a series of transactions, other than from Pitney Bowes Inc., by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), of beneficial ownership (within the meaning of Rule 13(d)(3)

promulgated under the Exchange Act) of 20% or more of either the then outstanding shares of Common Stock or the combined voting power of the then outstanding voting securities of Pitney Bowes Inc. entitled to vote generally in the election of directors, but excluding, for this purpose, any such acquisition by Pitney Bowes Inc. or any of its subsidiaries, or any employee benefit plan (or related trust) of Pitney Bowes Inc. or its subsidiaries, or any corporation with respect to which, following such acquisition, more than 50% of the then outstanding shares of common stock of such corporation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by the individuals and entities who were the beneficial owners, respectively, of the Common Stock and voting securities of Pitney Bowes Inc. immediately prior to such acquisition in substantially the same proportion as their ownership, immediately prior to such acquisition, of the then outstanding shares of Common Stock or the combined voting power of the then outstanding voting securities of Pitney Bowes Inc. entitled to vote generally in the election of directors, as the case may be; or

(ii) individuals who, as of the Restatement Effective Date, constitute the Board (as of such date, the "Incumbent Board") cease for any reason to constitute at least a majority of the Board, provided that any individual becoming a director subsequent to the Restatement Effective Date, whose election, or nomination for election by Pitney Bowes' shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of Pitney Bowes Inc. (as such terms are used in Rule 14(a)(11) or Regulation 14A promulgated under the Exchange Act); or

(iii) there occurs either (A) the consummation of a reorganization, merger, consolidation, or sale or other disposition of all or substantially all of the assets of the Company, in each case, with respect to which the individuals and entities who were the respective beneficial owners of the Common Stock and voting securities of Pitney Bowes Inc. immediately prior to such reorganization, merger, consolidation or sale or other disposition do not, following such reorganization, merger, consolidation, or sale or other disposition beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such reorganization, merger, consolidation, or sale or other disposition or (B) an approval by the shareholders of Pitney Bowes Inc. of a complete liquidation or dissolution of Pitney Bowes Inc. or of the sale or other disposition of all or substantially all of the assets of Pitney Bowes Inc.

The determination as to the occurrence of a Change of Control shall be based on objective facts and in accordance with the requirements of Code Section 409A.

- 2.7 Code. Code means the Internal Revenue Code of 1986, as amended from time to time.
- 2.8 Code Section 409A. Code Section 409A means section 409A of the Code, and regulations and other guidance issued by the Treasury Department and Internal Revenue Service thereunder.
- 2.9 Committee. Committee means the Governance Committee of the Board of Directors. Any action authorized hereunder to be taken by the Committee is also authorized to be taken by the Board.
- 2.10 Company. Company means Pitney Bowes Inc., its successors, and any organization into which or with which Pitney Bowes Inc. may merge or consolidate or to which all or substantially all of its assets may be transferred.
- 2.11 Compensation. Compensation means any cash remuneration payable by the Company to a Participant for service on the Board or any Committee thereof. Compensation shall not include any compensation that has been previously deferred under this Plan or any other arrangement subject to Code Section 409A. The Committee may determine what components of Compensation are eligible for deferral.
- 2.12 Compensation Deferral Agreement. Compensation Deferral Agreement means an agreement between a Participant and the Company that specifies (i) the amount of each component of Compensation that the Participant has elected to defer to the Plan in accordance with the provisions of Article IV, and (ii) the Payment Schedule applicable to one or more Accounts. In its sole discretion, the Committee may establish administrative rules from time to time regarding different deferral amounts for each component of Compensation, a minimum or maximum deferral amount for each such component, minimum Deferral

period, investment selections or other rules deemed by the Committee to be necessary for the orderly and efficient administration of this Plan. A Compensation Deferral Agreement may also specify the investment allocation described in Section 7.4.

- 2.13 Death Benefit. Death Benefit means the benefit payable under the Plan to a Participant's Beneficiary(ies) upon the Participant's death as provided in Section 5.1 of the Plan.
- 2.14 Deferral. Deferral means a credit to a Participant's Account(s) that records that portion of the Participant's Compensation that the Participant has elected to defer to the Plan in accordance with the provisions of Article IV. Unless the context of the Plan clearly indicates otherwise, a reference to Deferrals includes Earnings attributable to such Deferrals.
- 2.15 Disability Benefit. Disability Benefit means the benefit payable under the Plan to a Participant in the event such Participant is determined to be Disabled.
- 2.16 Disabled. Disabled means that a Participant is, by reason of any medically-determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, unable to engage in any substantial gainful activity. The Committee shall determine whether a Participant is Disabled in accordance with Code Section 409A, provided, however, that a Participant shall be deemed to be Disabled if determined to be totally disabled by the Social Security Administration or the Railroad Retirement Board.
- 2.17 Earnings. Earnings means an adjustment to the value of an Account in accordance with Article VII.
- 2.18 Effective Date. Effective Date means January 1, 2009.
- 2.19 ERISA. ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time.
- 2.20 Grandfathered Account. Grandfathered Account means amounts deferred under the Grandfathered Plan prior to January 1, 2005 that were vested as of December 31, 2004.
- 2.21 Participant. Participant means a non-employee member of the Company's Board of Directors who is eligible to participate in the Plan and who elects to participate by filing a Compensation Deferral Agreement pursuant to Section 3.1. A Participant's continued participation in the Plan shall be governed by Section 3.2 of the Plan. Every member of the Company's Board of Directors is eligible to participate in the Plan.
- 2.22 Payment Schedule. Payment Schedule means the date as of which payment of an Account under the Plan will commence and the form in which payment of such Account will be made.
- 2.23 Plan. Generally, the term Plan means the "Pitney Bowes Inc. Deferred Incentive Savings Plan" (sometimes referred to the DISP) as documented herein and as may be amended from time to time hereafter. However, to the extent permitted or required under Code Section 409A, the term Plan may in the appropriate context also mean a portion of the Plan that is treated as a single plan under Treas. Reg. Section 1.409A-1(c), or the Plan or portion of the Plan and any other nonqualified deferred compensation plan or portion thereof that is treated as a single plan under such section.
- 2.24 Plan Year. Plan Year means January 1 through December 31.
- 2.25 Specified Date Account. A Specified Date Account means an Account established pursuant to Section 4.3 that will be paid (or that will commence to be paid) at a future date as specified in the Participant's Compensation Deferral Agreement. The Committee may limit the number of Specified Date Accounts. A Specified Date Account may be identified also as an "In-Service Account".
- 2.26 Specified Date Benefit. Specified Date Benefit means the benefit payable to a Participant under the Plan in accordance with Section 5.1(b).
- 2.27 Substantial Risk of Forfeiture. Substantial Risk of Forfeiture shall have the meaning specified in Treas. Reg. Section 1.409A-1(d).
- 2.28 Termination Account. Termination Account means an Account established by the Committee to record the amounts payable to a Participant that have not been allocated to a Specified Date Account and is payable upon Termination of Service. Unless

the Participant has established a Specified Date Account, all Deferrals shall be allocated to a Termination Account on behalf of the Participant.

- 2.29 Termination of Service. Termination of Service means the cessation of a Participant's service as a director of the Company for any reason. Whether a Termination from Service has occurred shall be determined by the Committee in accordance with Code Section 409A.
- 2.30 Termination of Service Benefit or Termination Benefit. Termination of Service Benefit or Termination Benefit means the benefit payable to a Participant under the Plan in accordance with Section 5.1(a).
- 2.31 Valuation Date. Valuation Date shall mean each Business Day or such other date as the Committee in its sole discretion may determine.

ARTICLE III

Eligibility and Participation

- 3.1 Eligibility and Participation. Eligibility in the plan shall be limited to members of the Board who are not employees of the Company or meet such eligibility criteria as the Committee shall establish from time to time. An eligible member of the Board becomes a Participant in this Plan by filing a timely Compensation Deferral Agreement. A Compensation Deferral Agreement must be filed in accordance with Article IV.
- 3.2 Duration. A Participant shall be eligible to defer Compensation, subject to the terms of the Plan, for as long as such Participant remains a director of the Company. On and after a Termination of Service, a Participant shall remain a Participant as long as his or her Account Balance is greater than zero and during such time may continue to make allocation elections as provided in Section 7.4. An individual shall cease being a Participant in the Plan when all benefits under the Plan to which he or she is entitled have been paid.

ARTICLE IV

Deferrals

4.1 Deferral Elections, Generally.

- (a) A Participant may defer eligible Compensation as determined by the Committee by submitting a Compensation Deferral Agreement during the enrollment periods as established by the Committee and in the manner specified by the Committee, but in any event, in accordance with Section 4.2. A Compensation Deferral Agreement that is not timely filed with respect to a service period or component of Compensation shall be considered void and shall have no effect with respect to such service period or Compensation.
- (b) Subject to rules established by the Committee during the applicable enrollment period, the Participant shall specify on his or her Compensation Deferral Agreement whether to allocate Deferrals to a Termination Account or to a Specified Date Account. If no designation is made, all Deferrals shall be allocated to the Termination Account. A Participant may also specify in his or her Compensation Deferral Agreement the Payment Schedule applicable to his or her Plan Accounts. If the Payment Schedule is not specified in a Compensation Deferral Agreement, the Participant's Accounts shall be paid in a lump sum upon either the Participant's Termination or on the Specified Date as the case may be.

4.2 Timing Requirements for Compensation Deferral Agreements.

- (a) *First Year of Eligibility.* In the case of the first year in which a Participant becomes eligible to participate in the Plan, he or she has up to 30 days following his initial eligibility to submit a Compensation Deferral Agreement with respect to Compensation to be earned during such year. The Compensation Deferral Agreement described in this paragraph becomes irrevocable upon the end of such 30-day period and will apply only to Compensation earned after the date the Compensation Deferral Agreement becomes irrevocable. The determination of whether a Participant may file a Compensation Deferral Agreement under this paragraph shall be determined in accordance with the rules of Code Section 409A, including the provisions of Treas. Reg. Section 1.409A-2(a)(7).
- (b) *Prior Year Election.* Except as otherwise provided in this Section 4.2, Participants may defer Compensation by filing a Compensation Deferral Agreement no later than December 31 of the year prior to the year in which the Compensation to be deferred is earned. A Compensation Deferral Agreement described in this paragraph shall

become irrevocable with respect to such Compensation as of January 1 of the year in which such Compensation is earned.

- (c) *Short-Term Deferrals.* Subject to Committee approval, Compensation that meets the definition of a “short-term deferral” described in Treas. Reg. Section 1.409A-1(b)(4) may be deferred in accordance with the rules of Article VI, applied as if the date the Substantial Risk of Forfeiture lapses is the date payments were originally scheduled to commence, provided, however, that the provisions of Section 6.3 shall not apply to payments attributable to a change of control (as determined in Treas. Reg. Section 1.409A-3(i)(5)).
 - (d) *“Evergreen” Deferral Elections.* The Committee, in its discretion, may specifically provide in the Compensation Deferral Agreement that such Compensation Deferral Agreement will continue in effect for each subsequent year or performance period. Such “evergreen” Compensation Deferral Agreements will become effective with respect to an item of Compensation on the date such election becomes irrevocable under this Section 4.2. An evergreen Compensation Deferral Agreement may be terminated or modified prospectively with respect to Compensation for which such election remains revocable under this Section 4.2. A Participant whose Compensation Deferral Agreement is cancelled in accordance with Section 4.5 will be required to file a new Compensation Deferral Agreement under this Article IV in order to recommence Deferrals under the Plan.
- 4.3 Allocation of Deferrals. A Compensation Deferral Agreement may allocate Deferrals to one or more Specified Date Accounts and/or to the Termination Account subject to rules determined by the Committee. The Committee may, in its discretion, establish a minimum deferral period for Specified Date Accounts (for example, the third Plan Year following the year Compensation subject to the Compensation Deferral Agreement is earned). The Committee shall determine whether a deferral may be allocated to more than one Specified Date Account or to a Specified Date Account and the Participant’s Termination Account.
- 4.4 Vesting. Participant Deferrals shall be 100% vested at all times.
- 4.5 Cancellation of Deferrals. In the event a Participant receives a voluntary withdrawal from a Grandfathered Account, the Participant shall not be permitted to make Deferrals to the Plan in the Plan Year following the Plan Year in which the withdrawal is made.

ARTICLE V

Benefits

- 5.1 Benefits, Generally. A Participant shall be entitled to the following benefits under the Plan:
- (a) *Termination of Service Benefit/ Termination Benefit.* Upon the Participant’s Termination of Service, the Participant shall be entitled his or her Termination Account and any Specified Date Accounts that are not yet in pay status. The value of the Participant’s Account shall be determined as of the end of the month in which Termination of Service occurs. Payment of the Participant’s Termination Benefit will be made or begin in the month following the month in which Termination of Service occurs. If the Termination Benefit is to be paid in the form of installments, any subsequent installment payments will be paid on the anniversary of the date the initial installment was made.
 - (b) *Specified Date Benefit.* If the Participant has established one or more Specified Date Accounts, the Participant shall be entitled to a Specified Date Benefit with respect to each such Specified Date Account, based on the value of that Account as of the end of the month designated by the Participant at the time the Account was established. Payment of the Specified Date Benefit will be made or begin in the month following the designated month. The Committee may designate that all Specified Date benefit be payable in one month of any Plan Year.
 - (c) *Disability Benefit.* Upon a determination by the Committee that a Participant is Disabled, he or she shall be entitled to a Disability Benefit equal to the Participant’s Termination Account and any unpaid balances in any Specified Date Accounts. The Disability Benefit shall be based on the value of the Accounts as of the last day of the month in which Disability occurs and will be paid in the following month.
 - (d) *Death Benefit.* In the event of the Participant’s death, his or her designated Beneficiary(ies) shall be entitled to a Death Benefit equal to the vested portion of the Participant’s Termination Account and any unpaid balances in any Specified Date Accounts. The Death Benefit shall be based on the value of the Accounts as of the end of the month in which death occurred, with payment made in the following month.

5.2 Form of Payment.

- (a) *Termination of Service Benefit/Termination Benefit.* A Participant who is entitled to receive a Termination Benefit shall receive payment of such benefit in a single lump sum, unless the Participant elects on his or her initial or to the extent allowed, his or her subsequent Compensation Deferral Agreement to have such benefit paid in one of the following alternative forms of payment (i) substantially equal annual installments over a period of five (5) or ten (10) years, as elected by the Participant; or (ii) to the extent allowed by the Committee a lump sum payment of a percentage of the balance in the Termination Account, with the balance paid in substantially equal annual installments over a period of five (5) or ten (10) years, as elected by the Participant.
- (b) *Specified Date Benefit.* The Specified Date Benefit shall be paid in a single lump sum, unless the Committee allows and the Participant elects on the Compensation Deferral Agreement with which the account was established to have the Specified Date Account paid in substantially equal annual installments over a period of five (5) or ten (10) years.

Notwithstanding any election of a form of payment by the Participant, upon a Separation from Service the unpaid balance of a Specified Date Account with respect to which payments have not commenced shall be paid in accordance with the form of payment applicable to the Termination Benefit.

- (c) *Disability Benefit.* A Participant who is entitled to receive a Disability Benefit shall receive payment of such benefit in a single lump sum.
- (d) *Death Benefit.* A designated Beneficiary who is entitled to receive a Death Benefit shall receive payment of such benefit in a single lump sum.
- (e) *Change of Control.* If the Change of Control meets the requirements of Section 409A under the Code ("Qualifying Change of Control"), the following applies. A Participant will receive a single lump sum payment equal to the unpaid balance of all of his or her Accounts upon a Separation from Service within 24 months following a Qualifying Change of Control. Accounts will be valued as of the last day of the month in which the Separation from Service occurs and payment will be made within 45 days of such Separation from Service. In addition to the foregoing, upon a Qualifying Change of Control, a Participant who has incurred a Separation from Service prior to the Qualifying Change of Control, and any Beneficiary of such Participant who is receiving or is scheduled to receive payments, will receive the balance of all unpaid Accounts in a single lump sum. Accounts will be valued as of the last day of the month following the Qualifying Change of Control and will be paid within 45 days of said Qualifying Change of Control.
- (f) *Small Account Balances.* Notwithstanding any prior Participant distribution elections, if, on the date the Termination of Service, the aggregate of all Participant Accounts are equal to or less than \$50,000 (deemed to be "Small Account Balances"), the balance in all Participant Accounts shall be distributed in a lump sum upon the Participant's Termination of Service.
- (g) *Rules Applicable to Installment Payments.* If a Payment Schedule specifies installment payments, annual payments will be made beginning as of the payment commencement date for such installments and shall continue on each anniversary thereof until the number of installment payments specified in the Payment Schedule has been paid. The amount of each installment payment shall be determined by dividing (a) by (b), where (a) equals the Account Balance as of the Valuation Date and (b) equals the remaining number of installment payments.

For purposes of Article VI, installment payments will be treated as a single form of payment. If a lump sum equal to less than 100% of the Termination Account is paid, the payment commencement date for the installment form of payment will be the first anniversary of the payment of the lump sum.

- 5.3 Acceleration of or Delay in Payments. The Committee, in its sole and absolute discretion, may accelerate or delay the time of payment to the Participant hereunder, only to the extent the acceleration or delay is permitted under Treas. Reg. Section 1.409A-3(j)(4) or Section 1.409A-2(b)(7). If the Plan receives a domestic relations order (within the meaning of Code Section 414(p)(1)(B)) directing that all or a portion of a Participant's Accounts be paid to an "alternate payee," any amounts to be paid to the alternate payee(s) shall be paid in a single lump sum.

ARTICLE VI

Modifications to Payment Schedules

- 6.1 Participant's Right to Modify. A Participant may modify any or all of the alternative Payment Schedules with respect to an Account, consistent with the permissible Payment Schedules available under the Plan, provided such modification complies with the requirements of this Article VI. The Committee may impose limitations on the number of allowable modifications.
- 6.2 Time of Election. The date on which a modification election is submitted to the Committee must be at least twelve months prior to the date on which payment is scheduled to commence under the Payment Schedule in effect prior to the modification.
- 6.3 Date of Payment under Modified Payment Schedule. Except with respect to modifications that relate to the payment of a Death Benefit or a Disability Benefit, the date payments are to commence under the modified Payment Schedule must be no earlier than five years after the date payment would have commenced under the original Payment Schedule. Under no circumstances may a modification election result in an acceleration of payments in violation of Code Section 409A.
- 6.4 Effective Date. A modification election submitted in accordance with this Article VI is irrevocable upon receipt by the Committee and becomes effective 12 months after such date.
- 6.5 Effect on Accounts. An election to modify a Payment Schedule is specific to the Account or payment event to which it applies, and shall not be construed to affect the Payment Schedules of any other Accounts.

ARTICLE VII

Valuation of Account Balances; Investments

- 7.1 Valuation. Deferrals shall be credited to appropriate Accounts on the date such Compensation would have been paid to the Participant absent the Compensation Deferral Agreement. Valuation of Accounts shall be performed under procedures approved by the Committee.
- 7.2 Earnings Credit. Each Account will be credited with Earnings on each Business Day, based upon the Participant's investment allocation among a menu of investment options selected in advance by the Committee, in accordance with the provisions of this Article VII ("investment allocation").
- 7.3 Investment Options. Investment options will be determined by the Committee. The Committee, in its sole discretion, shall be permitted to add or remove investment options from the Plan menu from time to time, even if this would require Participants to redesignate their investment allocations. Any such additions or removals of investment options shall not be effective with respect to any period prior to the effective date of such change.
- 7.4 Investment Allocations. A Participant's investment allocation constitutes a deemed, not actual, investment among the investment options comprising the investment menu. At no time shall a Participant have any real or beneficial ownership in any investment option included in the investment menu, nor shall the Company or any trustee acting on its behalf have any obligation to purchase actual securities as a result of a Participant's investment allocation. A Participant's investment allocation shall be used solely for purposes of adjusting the value of a Participant's Account Balances.

A Participant shall specify an investment allocation for each of his Accounts in accordance with procedures established by the Committee. Allocation among the investment options must be designated in increments of 1%. The Participant's investment allocation will become effective on the same Business Day or, in the case of investment allocations received after a time specified by the Committee, the next Business Day.

A Participant may change an investment allocation on any Business Day, both with respect to future credits to the Plan and with respect to existing Account Balances, in accordance with procedures adopted by the Committee. Changes shall become effective on the same Business Day or, in the case of investment allocations received after a time specified by the Committee, the next Business Day, and shall be applied prospectively.

- 7.5 Unallocated Deferrals and Accounts. If the Participant fails to make an investment allocation with respect to an Account, such Account shall be invested in an investment option, the primary objective of which is the preservation of capital, as determined by the Committee.

ARTICLE VIII

Administration

- 8.1 Plan Administration. This Plan shall be administered by the Committee which shall have discretionary authority to make, amend, interpret and enforce all appropriate rules and regulations for the administration of this Plan and to utilize its discretion to decide or resolve any and all questions, including but not limited to eligibility for benefits and interpretations of this Plan and its terms, as may arise in connection with the Plan. Claims for benefits shall be filed with the Committee. A majority of the members of the Committee shall constitute a quorum for the transaction of business. All resolutions or other action taken by the Committee shall be by vote of a majority of its members present at any meeting or, without a meeting, by an instrument in writing signed by all its members. Members of the Committee may participate in a meeting of such Committee by means of a conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting.
- 8.2 Indemnification. No member of the Board nor any member of the Committee shall be liable for any act or action hereunder, whether of omission or commission, by any other member or employee or by any agent to whom duties in connection with the administration of this Plan have been delegated or for anything done or omitted to be done in connection with this Plan. The Committee shall keep records of all of its proceedings and shall keep records of all payments made to Participants or Beneficiaries and payments made for expenses or otherwise. The Company shall, to the fullest extent permitted by law, indemnify each director, officer or employee of the Company (including the heirs, executors, administrators and other personal representatives of such person) and each member of the Committee against expenses (including attorney's fees), judgments, fines, amounts paid in settlement, actually and reasonably incurred by such person in connection with any threatened, pending or actual suit, action or proceeding (whether civil, criminal, administrative or investigative in nature or otherwise) in which such person may be involved by reason of the fact that he or she is or was serving this Plan in any capacity at the request of the Company. Any expense incurred by the Company or the Committee relative to the administration of this Plan shall be paid by the Company.
- 8.3 Delegation of Authority. In the administration of this Plan, the Committee may, from time to time, employ agents and delegate to them such administrative and ministerial duties as it sees fit, including without limitation, issues related to eligibility, investment choices, distribution of Deferred Amounts, determination of account balances, crediting hypothetical earnings and of Deferred Amounts and debiting of hypothetical losses and of distributions, in-service withdrawals, deferral elections and any other duties concerning day-to-day operation of the Plan. The Committee has delegated day-to-day administrative responsibility of this Plan to the Corporate Secretary or any Assistant Secretary. The Committee may from time to time consult with legal counsel who shall be legal counsel to the Company.
- 8.4 Binding Decisions or Actions. All rules, interpretations and decisions of the Committee shall be conclusive and binding on the Company, Participants and Beneficiaries. The decision or action of the Committee in respect of any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations thereunder shall be final and conclusive and binding upon all persons having any interest in the Plan.

ARTICLE IX

Amendment and Termination

- 9.1 Amendment. The Board of Directors or the Committee may at any time and from time to time amend the Plan in whole or in part and for any reason, provided that no amendment shall be effective to decrease the balance in any Account as accrued at the time of such amendment, nor shall any amendment otherwise have a retroactive effect.
- 9.2 Termination. The Board of Directors or the Committee, may terminate the Plan and pay Participants and Beneficiaries their Account Balances in a single lump sum at any time, to the extent and in accordance with Treas. Reg. Section 1.409A-3(j)(4)(ix).
- 9.3 Accounts Taxable Under Code Section 409A. This Plan is intended to comply with Code Section 409A and shall in all respects be administered in accordance with Code Section 409A. Notwithstanding anything in the Plan to the contrary, distributions may only be made under the Plan upon an event and in a manner permitted by Code Section 409A. All payments to be made upon Termination of Service under this Plan may only be made upon "separation from service" under Code Section 409A. In no event may a Participant, directly or indirectly, designate the calendar year of a payment, except pursuant to payment elections permitted under section Code Section 409A.

ARTICLE X

Informal Funding

- 10.1 General Assets. Obligations established under the terms of the Plan may be satisfied from the general funds of the Company, or a trust described in this Article X. No Participant, spouse or Beneficiary shall have any right, title or interest whatever in assets of the Participating Employers. Nothing contained in this Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between the Company and any Participant or Beneficiary. To the extent that any person acquires a right to receive payments hereunder, such rights are no greater than the right of an unsecured general creditor of the Company.
- 10.2 Rabbi Trust. The Company may, in its sole discretion, establish a grantor trust, commonly known as a rabbi trust, as a vehicle for accumulating assets to pay benefits under the Plan. Payments under the Plan may be paid from the general assets of the Company or from the assets of any such rabbi trust. Payment from any such source shall reduce the obligation owed to the Participant or Beneficiary under the Plan.

ARTICLE XI

General Provisions

- 11.1 Anti-assignment Rule. No interest of any Participant, spouse or Beneficiary under this Plan and no benefit payable hereunder shall be assigned as security for a loan, and any such purported assignment shall be null, void and of no effect, nor shall any such interest or any such benefit be subject in any manner, either voluntarily or involuntarily, to anticipation, sale, transfer, assignment or encumbrance by or through any Participant, spouse or Beneficiary. Notwithstanding anything to the contrary herein, however, the Committee has the discretion to make payments to an alternate payee in accordance with the terms of a domestic relations order (as defined in Code Section 414(p)(1)(B)).
- 11.2 No Legal or Equitable Rights or Interest. No Participant or other person shall have any legal or equitable rights or interest in this Plan that are not expressly granted in this Plan. Participation in this Plan does not constitute a contract of employment or impose on the Participant or the Company any obligation for the Participant to remain director of the Company or change the policies of the Company and its affiliates regarding termination of service as a director. The Company makes no representations or warranties as to the tax consequences to a Participant or a Participant's Beneficiaries resulting from a deferral of income pursuant to the Plan.
- 11.3 Tax Withholding. To the extent that the Company is required to withhold any taxes or other amounts from a Participant's Deferrals pursuant to Federal, state or any other applicable local law or regulation, The Committee may determine at its sole discretion whether the withholding is imposed on the Deferral or on other compensation paid the Participant which is not deferred.
- 11.4 Notice. Any notice or filing required or permitted to be delivered to the Committee under this Plan shall be delivered in writing, unless otherwise established by the Committee. Notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of 5 calendar days after the date shown on the postmark on the receipt for registration or certification. Written transmission shall be sent by certified mail to:

**PITNEY BOWES INC.
WORLD HEADQUARTERS
ATTN: CORPORATE SECRETARY
1 ELMCROFT ROAD
STAMFORD, CT 06926-0700**

Any notice or filing required or permitted to be given to a Participant under this Plan shall be sufficient if in writing or hand-delivered, or sent by mail to the last known address of the Participant.

- 11.5 Headings. The headings of Sections are included solely for convenience of reference, and if there is any conflict between such headings and the text of this Plan, the text shall control.
- 11.6 Invalid or Unenforceable Provisions. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof and the Committee may elect in its sole discretion to construe such invalid or unenforceable provisions in a manner that conforms to applicable law or as if such provisions, to the extent invalid or unenforceable, had not been included. The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision of this Plan, which shall remain in full force and effect, and any

prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

- 11.7 Lost Participants or Beneficiaries. Any Participant or Beneficiary who is entitled to a benefit from the Plan has the duty to keep the Committee advised of his or her current mailing address. If benefit payments are returned to the Plan or are not presented for payment after a reasonable amount of time, the Committee shall presume that the payee is missing. The Committee, after making such efforts as in its discretion it deems reasonable and appropriate to locate the payee, shall stop payment on any uncashed checks and may discontinue making future payments until contact with the payee is restored.
- 11.8 Facility of Payment to a Minor. If a distribution is to be made to a minor, or to a person who is otherwise incompetent, then the Committee may, in its discretion, make such distribution (i) to the legal guardian, or if none, to a parent of a minor payee with whom the payee maintains his or her residence, or (ii) to the conservator or committee or, if none, to the person having custody of an incompetent payee. Any such distribution shall fully discharge the Committee, the Company, and the Plan from further liability on account thereof.
- 11.9 Governing Law. To the extent not preempted by ERISA, the laws of the State of Connecticut shall govern the construction and administration of the Plan.

APPENDIX A

PITNEY BOWES INC.

DEFERRED INCENTIVE SAVINGS PLAN

FOR THE BOARD OF DIRECTORS

FOR PRE-2005 DEFERRALS

As Amended and Restated
Effective October 11, 1999

PITNEY BOWES INC.
DEFERRED INCENTIVE SAVINGS PLAN

AS AMENDED AND RESTATED
EFFECTIVE JANUARY 1, 2009

**This document constitute part of a prospectus covering securities
that have been registered under the Securities Act of 1933.**

ADOPTED BY EMPLOYEE BENEFITS COMMITTEE DECEMBER 23, 2008

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ARTICLE I

Establishment and Purpose

Pitney Bowes Inc. (the "Company") hereby amends and restates the Pitney Bowes Inc. Deferred Incentive Savings Plan (the "Plan"), effective January 1, 2009. This amendment and restatement applies only to amounts deferred under the Plan on or after January 1, 2005, and to amounts deferred prior to January 1, 2005 that were not vested as of December 31, 2004. From January 1, 2005 through December 31, 2008 the Plan was administered in good faith compliance with the requirements of Code Section 409A, the Treasury Regulations and official notices and pronouncements thereunder. Amounts deferred under the Plan prior to January 1, 2005 that were vested as of December 31, 2004 (the "Grandfathered Accounts") shall be subject to the provisions of the Plan as in effect on October 3, 2004, as the same may be amended from time to time by the Company without material modification, it being expressly intended that such Grandfathered Accounts are to remain exempt from the requirements of Code Section 409A. The plan governing pre-2005 deferrals in the Grandfathered Account shall be renamed the *Pitney Bowes Inc. Deferred Incentive Savings Plan for Pre-2005 Deferrals* ("Grandfathered Plan") and is attached for reference purposes as Appendix A. However, Articles III (Administration), IX (Beneficiary Designation), X (Amendment and Termination), and XI (Miscellaneous) of the Grandfathered Plan shall be superseded and supplanted by the corresponding provisions in this Plan.

The purpose of the Plan is to attract and retain key employees by providing them with an opportunity to defer receipt of a portion of their salary, bonus, and other specified compensation. The Plan is not intended to meet the qualification requirements of Code Section 401(a), but is intended to meet the requirements of Code Section 409A, and shall be operated and interpreted consistent with that intent.

The Plan constitutes an unsecured promise by a Participating Employer to pay benefits in the future. Participants in the Plan shall have the status of general unsecured creditors of the Company or the Adopting Employer, as applicable. Each Participating Employer shall be solely responsible for payment of the benefits of its employees and their beneficiaries. The Plan is unfunded for Federal tax purposes and is intended to be an unfunded arrangement for eligible employees who are part of a select group of management or highly compensated employees of the Employer within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA. Any amounts set aside to defray the liabilities assumed by the Company or an Adopting Employer shall remain the general assets of the Company or the Adopting Employer and shall remain subject to the claims of the Company's or the Adopting Employer's creditors until such amounts are distributed to the Participants.

ARTICLE II

Definitions

- 2.1 Account. Account means a bookkeeping account maintained by the Committee to record the payment obligation of a Participating Employer to a Participant as determined under the terms of the Plan. The Committee may maintain an Account to record the total obligation to a Participant and component Accounts to reflect amounts payable at different times and in different forms. Reference to an Account means any such Account established by the Committee, as the context requires. Accounts are intended to constitute unfunded obligations within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.
- 2.2 Account Balance. Account Balance means, with respect to any Account, the total payment obligation owed to a Participant from such Account as of the most recent Valuation Date.
- 2.3 Adopting Employer. Adopting Employer means an Affiliate who, with the consent of the Company, has adopted the Plan for the benefit of its eligible employees.
- 2.4 Affiliate. Affiliate means a corporation, trade or business that, together with the Company, is treated as a single employer under Code Section 414(b) or (c).
- 2.5 Beneficiary. Beneficiary means a natural person, estate, or trust designated by a Participant to receive payments to which a Beneficiary is entitled in accordance with provisions of the Plan. The Participant's spouse, if living, otherwise the Participant's estate, shall be the Beneficiary if: (i) the Participant has failed to properly designate a Beneficiary, or (ii) all designated Beneficiaries have predeceased the Participant.
- A former spouse shall have no interest under the Plan, as Beneficiary or otherwise, unless the Participant designates such person as a Beneficiary after dissolution of the marriage, except to the extent provided under the terms of a domestic relations order as described in Code Section 414(p)(1)(B).
- 2.6 Business Day. A Business Day is each day on which the New York Stock Exchange is open for business.

2.7 Change of Control. Change of Control shall be deemed to have occurred if the definition for Change of Control under the Pitney Bowes Senior Executive Severance Policy has been met, as that definition is amended from time to time.

At the time of the Plan Restatement, the definition of Change of Control under the Senior Executive Severance Policy is as follows:

“Change of Control” shall be deemed to have occurred if:

(i) there is an acquisition, in any one transaction or a series of transactions, other than from Pitney Bowes Inc., by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), of beneficial ownership (within the meaning of Rule 13(d)(3) promulgated under the Exchange Act) of 20% or more of either the then outstanding shares of common stock or the combined voting power of the then outstanding voting securities of Pitney Bowes Inc. entitled to vote generally in the election of directors, but excluding, for this purpose, any such acquisition by Pitney Bowes Inc. or any of its subsidiaries, or any employee benefit plan (or related trust) of Pitney Bowes Inc. or its subsidiaries, or any corporation with respect to which, following such acquisition, more than 50% of the then outstanding shares of common stock of such corporation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by the individuals and entities who were the beneficial owners, respectively, of the common stock and voting securities of Pitney Bowes Inc. immediately prior to such acquisition in substantially the same proportion as their ownership, immediately prior to such acquisition, of the then outstanding shares of common stock or the combined voting power of the then outstanding voting securities of Pitney Bowes Inc. entitled to vote generally in the election of directors, as the case may be; or

(ii) individuals who, as of the Restatement Effective Date, constitute the Board (as of such date, the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board, provided that any individual becoming a director subsequent to the Restatement Effective Date, whose election, or nomination for election by Pitney Bowes’ shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of Pitney Bowes Inc. (as such terms are used in Rule 14(a)(11) or Regulation 14A promulgated under the Exchange Act); or

(iii) there occurs either (A) the consummation of a reorganization, merger, consolidation, or sale or other disposition of all or substantially all of the assets of the Company, in each case, with respect to which the individuals and entities who were the respective beneficial owners of the common stock and voting securities of Pitney Bowes Inc. immediately prior to such reorganization, merger, consolidation or sale or other disposition do not, following such reorganization, merger, consolidation, or sale or other disposition beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such reorganization, merger, consolidation, or sale or other disposition or (B) an approval by the shareholders of Pitney Bowes Inc. of a complete liquidation or dissolution of Pitney Bowes Inc. or of the sale or other disposition of all or substantially all of the assets of Pitney Bowes Inc.

The determination as to the occurrence of a Change of Control shall be based on objective facts and in accordance with the requirements of Code Section 409A.

2.8 Claimant. Claimant means a Participant or Beneficiary filing a claim under Article XII of this Plan.

2.9 Code. Code means the Internal Revenue Code of 1986, as amended from time to time.

2.10 Code Section 409A. Code Section 409A means section 409A of the Code, and regulations and other guidance issued by the Treasury Department and Internal Revenue Service thereunder.

2.11 Committee. Committee means the Executive Committee and the other committees to which it has delegated authority. The Executive Committee has delegated to the Employee Benefits Committee and the Trust Investment Committee certain authority over the Company’s benefit plans, including this Plan, as described and enumerated in the respective charters of the Employee Benefits Committee and the Trust Investment Committee. The Employee Benefits Committee under its charter

may further delegate its authority to administer and review claims made under the Company's benefit plans, including this Plan, to an Appeals Committee (see Article XII) as it deems prudent and reasonable. The Executive Committee reserves the right under this Plan to review all claims and appeals made by executives in compensation Bands H and above.

- 2.12 Company. Company means Pitney Bowes, Inc, and its Affiliates.
- 2.13 Company Contribution. Company Contribution means a credit by a Participating Employer to a Participant's Account(s) in accordance with the provisions of Article V of the Plan. Company Contributions are credited at the sole discretion of the Participating Employer and the fact that a Company Contribution is credited in one year shall not obligate the Participating Employer to continue to make such Company Contribution in subsequent years. Unless the context clearly indicates otherwise, a reference to Company Contribution shall include Earnings attributable to such contribution.
- 2.14 Company Stock. Company Stock means phantom shares of common stock issued by Pitney Bowes Inc.
- 2.15 Compensation. Compensation means a Participant's base salary, bonus, cash incentive unit payment, sign-on bonus, retention pay, commission and such other cash or equity-based compensation (if any) approved by the Committee as Compensation that may be deferred under this Plan. Compensation shall not include any compensation that has been previously deferred under this Plan or any other arrangement subject to Code Section 409A. The Committee, from time to time, may determine which compensation awards are eligible for deferral.
- 2.16 Compensation Deferral Agreement. Compensation Deferral Agreement means an agreement between a Participant and a Participating Employer that specifies (i) the amount of each component of Compensation that the Participant has elected to defer to the Plan in accordance with the provisions of Article IV, and (ii) the Payment Schedule applicable to one or more Accounts. In its sole discretion, the Committee may establish administrative rules from time to time regarding different deferral amounts for each component of Compensation, a minimum or maximum deferral amount for each such component or other rules deemed by the Committee to be necessary for the orderly and efficient administration of this Plan. A Compensation Deferral Agreement may also specify the investment allocation described in Section 8.4.
- 2.17 Death Benefit. Death Benefit means the benefit payable under the Plan to a Participant's Beneficiary(ies) upon the Participant's death as provided in Section 6.1 of the Plan.
- 2.18 Deferral. Deferral means a credit to a Participant's Account(s) that records that portion of the Participant's Compensation that the Participant has elected to defer to the Plan in accordance with the provisions of Article IV. Unless the context of the Plan clearly indicates otherwise, a reference to Deferrals includes Earnings attributable to such Deferrals.
- Deferrals shall be calculated with respect to the gross cash Compensation payable to the Participant prior to any deductions or withholdings, but may be reduced by rules established by the Committee as necessary so that it does not exceed 100% of the cash Compensation of the Participant remaining after deduction of all required income and employment taxes, 401(k) and other employee benefit deductions, and other deductions required by law. Changes to payroll withholdings that affect the amount of Compensation being deferred to the Plan shall be allowed only to the extent permissible under Code Section 409A.
- 2.19 Earnings. Earnings means an adjustment to the value of an Account in accordance with Article VIII.
- 2.20 Effective Date. Effective Date means January 1, 2009.
- 2.21 Eligible Employee. Eligible Employee means: (i) a member of a "select group of management or highly compensated employees" of a Participating Employer within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA, as determined by the Committee from time to time in its sole discretion.
- 2.22 Employee. Employee means a common-law employee of an Employer.
- 2.23 Employer. Employer means, with respect to Employees it employs, the Company and each Affiliate.
- 2.24 ERISA. ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time.
- 2.25 Executive Committee. Executive Committee means the Executive Compensation Committee of the Board of Directors of Pitney Bowes Inc.

- 2.26 Fiscal Year Compensation. Fiscal Year Compensation means Compensation earned during one or more consecutive fiscal years of a Participating Employer, all of which is paid after the last day of such fiscal year or years.
- 2.27 Grandfathered Account. Grandfathered Account means amounts deferred under the Grandfathered Plan prior to January 1, 2005 that were vested as of December 31, 2004.
- 2.28 Participant. Participant means an Eligible Employee who has received notification of his or her eligibility to defer Compensation under the Plan under Section 3.1 and any other person with an Account Balance greater than zero, regardless of whether such individual continues to be an Eligible Employee. A Participant's continued participation in the Plan shall be governed by Section 3.2 of the Plan.
- 2.29 Participating Employer. Participating Employer means the Company and each Adopting Employer.
- 2.30 Payment Schedule. Payment Schedule means the date as of which payment of an Account under the Plan will commence and the form in which payment of such Account will be made.
- 2.31 Performance-Based Compensation. Performance-Based Compensation means Compensation where the amount of, or entitlement to, the Compensation is contingent on the satisfaction of pre-established organizational or individual performance criteria relating to a performance period of at least twelve consecutive months. Organizational or individual performance criteria are considered pre-established if established in writing by not later than ninety (90) days after the commencement of the period of service to which the criteria relate, provided that the outcome is substantially uncertain at the time the criteria are established. The determination of whether Compensation qualifies as "Performance-Based Compensation" will be made in accordance with Treas. Reg. Section 1.409A-1(e) and subsequent guidance and as determined by the Committee from time to time.
- 2.32 Plan. Generally, the term Plan means the "Pitney Bowes Inc. Deferred Incentive Savings Plan" (sometimes referred to the DISP) as documented herein and as may be amended from time to time hereafter. However, to the extent permitted or required under Code Section 409A, the term Plan may in the appropriate context also mean a portion of the Plan that is treated as a single plan under Treas. Reg. Section 1.409A-1(c), or the Plan or portion of the Plan and any other nonqualified deferred compensation plan or portion thereof that is treated as a single plan under such section.
- 2.33 Plan Year. Plan Year means January 1 through December 31.
- 2.34 Retirement. Retirement means a Participant's Separation from Service after attainment of age 55.
- 2.35 Retirement Benefit. Retirement Benefit means the benefit payable to a Participant under the Plan following the Retirement of the Participant.
- 2.36 Retirement/Termination Account. Retirement/Termination Account means an Account established by the Committee to record the amounts payable to a Participant that have not been allocated to a Specified Date Account. Unless the Participant has established a Specified Date Account, all Deferrals and Company Contributions shall be allocated to a Retirement/Termination Account on behalf of the Participant.
- 2.37 Separation Benefit. Termination Benefit means the benefit payable to a Participant under the Plan following the Participant's Separation from Service prior to Retirement.
- 2.38 Separation from Service. An Employee incurs a Separation from Service upon termination of employment with the Employer. Whether a Separation from Service has occurred shall be determined by the Committee in accordance with Code Section 409A.

Except in the case of an Employee on a bona fide leave of absence as provided below, an Employee is deemed to have incurred a Separation from Service if the Employer and the Employee reasonably anticipated that the level of services to be performed by the Employee after a date certain would be reduced to below 50% of the average services rendered by the Employee during the immediately preceding 36-month period (or the total period of employment, if less than 36 months) disregarding periods during which the Employee was on a bona fide leave of absence.

An Employee who is absent from work due to military leave, sick leave, or other bona fide leave of absence shall incur a Separation from Service on the first date immediately following the later of (i) the six-month anniversary of the commencement of the leave or (ii) the expiration of the Employee's right, if any, to reemployment under statute or contract.

For purposes of determining whether a Separation from Service has occurred, the Employer means the Employer as defined in Section 2.23 of the Plan, except that for purposes of determining whether another organization is an Affiliate of the Company, common ownership of at least 50% shall be determinative.

The Committee specifically reserves the right to determine whether a sale or other disposition of substantial assets to an unrelated party constitutes a Separation from Service with respect to a Participant providing services to the seller immediately prior to the transaction and providing services to the buyer after the transaction. Such determination shall be made in accordance with the requirements of Code Section 409A.

- 2.39 Specified Date Account. A Specified Date Account means an Account established pursuant to Section 4.3 that will be paid (or that will commence to be paid) at a future date as specified in the Participant's Compensation Deferral Agreement. The Committee may limit the number of Specified Date Accounts. A Specified Date Account may be identified also as an "In-Service Account".
- 2.40 Specified Date Benefit. Specified Date Benefit means the benefit payable to a Participant under the Plan in accordance with Section 6.1(c).
- 2.41 Specified Employee. Specified Employee means an Employee who is a "Key Employee" under section 409A of the Code as determined by the Committee in accordance with its procedures developed pursuant to section 409A of the Code and regulations promulgated thereunder.
- 2.42 Specified Employee Identification Date. Specified Employee Identification Date means December 31, unless the Employer has elected a different date through action that is legally binding with respect to all nonqualified deferred compensation plans maintained by the Employer.
- 2.43 Specified Employee Effective Date. Specified Employee Effective Date means the first day of the fourth month following the Specified Employee Identification Date, or such earlier date as is selected by the Committee.
- 2.44 Substantial Risk of Forfeiture. Substantial Risk of Forfeiture shall have the meaning specified in Treas. Reg. Section 1.409A-1(d).
- 2.45 Unforeseeable Emergency. An Unforeseeable Emergency means a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant's spouse, the Participant's dependent (as defined in Code section 152(a)), or a Beneficiary; loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. The types of events which may qualify as an Unforeseeable Emergency may be limited by the Committee. Determination of an Unforeseeable Emergency under these rules shall be made in the sole discretion of the Committee in accordance with the rules under section 409A of the Code.
- 2.46 Valuation Date. Valuation Date shall mean each Business Day.
- 2.47 Year of Service. A Year of Service shall mean each 12-month period of continuous service with the Employer.

ARTICLE III

Eligibility and Participation

- 3.1 Eligibility and Participation. An Eligible Employee becomes eligible to participate in the Plan upon receipt of a specific written notification of eligibility to participate from the Company. An Eligible Employee is eligible to defer Compensation if the Eligible Employee submits a timely Compensation Deferral Agreement and if the Eligible Employee is an Employee on the date the Compensation would otherwise have been paid but for the deferral election. An Eligible Employee becomes a Participant upon the earlier to occur of (i) a credit of Company Contributions under Article V or (ii) a Compensation Deferral by the Employee.
- 3.2 Duration. A Participant shall be eligible to defer Compensation and receive allocations of Company Contributions, subject to the terms of the Plan, for as long as such Participant remains an Eligible Employee. A Participant who is no longer an Eligible Employee but has not Separated from Service may not defer Compensation under the Plan but may otherwise exercise all of the rights of a Participant under the Plan with respect to his or her Account(s). On and after a Separation from

Service, a Participant shall remain a Participant as long as his or her Account Balance is greater than zero and during such time may continue to make allocation elections as provided in Section 8.4. An individual shall cease being a Participant in the Plan when all benefits under the Plan to which he or she is entitled have been paid.

ARTICLE IV

Deferrals

4.1 Deferral Elections, Generally.

- (a) A Participant shall submit a Compensation Deferral Agreement during the enrollment periods established by the Committee and in the manner specified by the Committee, but in any event, in accordance with Section 4.2. A Compensation Deferral Agreement that is not timely filed with respect to a service period or component of Compensation shall be considered void and shall have no effect with respect to such service period or Compensation. The Committee may modify any Compensation Deferral Agreement prior to the date the election becomes irrevocable under the rules of Section 4.2.
- (b) Subject to rules established by the Committee during the applicable enrollment period, the Participant shall specify on his or her Compensation Deferral Agreement whether to allocate Deferrals to a Retirement/Termination Account or to a Specified Date Account. If no designation is made, all Deferrals shall be allocated to the Retirement/Termination Account. A Participant may also specify in his or her Compensation Deferral Agreement the Payment Schedule applicable to his or her Plan Accounts. If the Payment Schedule is not specified in a Compensation Deferral Agreement, the Participant's Accounts shall be paid in a lump sum upon either the Participant's Retirement/Termination or on the Specified Date as the case may be.

4.2 Timing Requirements for Compensation Deferral Agreements.

- (a) *First Year of Eligibility.* In the case of the first year in which an Eligible Employee becomes eligible to participate in the Plan, he or she has up to 30 days following his initial eligibility to submit a Compensation Deferral Agreement with respect to Compensation to be earned during such year. The Compensation Deferral Agreement described in this paragraph becomes irrevocable upon the end of such 30-day period. The determination of whether an Eligible Employee may file a Compensation Deferral Agreement under this paragraph shall be determined in accordance with the rules of Code Section 409A, including the provisions of Treas. Reg. Section 1.409A-2(a)(7). An Eligible Employee may file a Compensation Deferral Agreement only after being notified in writing by the Company of his or her Eligibility under the Plan.

A Compensation Deferral Agreement filed under this paragraph applies to Compensation earned on and after the date the Compensation Deferral Agreement becomes irrevocable.

- (b) *Prior Year Election.* Except as otherwise provided in this Section 4.2, Participants may defer Compensation by filing a Compensation Deferral Agreement no later than December 31 of the year prior to the year in which the Compensation to be deferred is earned. A Compensation Deferral Agreement described in this paragraph shall become irrevocable with respect to such Compensation as of January 1 of the year in which such Compensation is earned.
- (c) *Performance-Based Compensation.* Subject to Committee approval, Participants may file a Compensation Deferral Agreement with respect to Performance-Based Compensation no later than the date that is six months before the end of the performance period, provided that:
 - (i) the Participant performs services continuously from the later of the beginning of the performance period or the date the criteria are established through the date the Compensation Deferral Agreement is submitted; and
 - (ii) the Compensation is not readily ascertainable as of the date the Compensation Deferral Agreement is filed.

A Compensation Deferral Agreement becomes irrevocable with respect to Performance-Based Compensation as of the day immediately following the latest date for filing such election. Any election to defer Performance-Based Compensation that is made in accordance with this paragraph and that becomes payable as a result of the Participant's death or upon a change of control (as determined in Treas. Reg. Section 1.409A-3(i)(5)) prior to the satisfaction of the performance criteria, will be void.

- (d) *Fiscal Year Compensation.* Subject to Committee approval, a Participant may defer Fiscal Year Compensation by filing a Compensation Deferral Agreement prior to the first day of the fiscal year or years in which such Fiscal Year Compensation is earned. The Compensation Deferral Agreement described in this paragraph becomes irrevocable on the first day of the fiscal year or years to which it applies.
 - (e) *Short-Term Deferrals.* Subject to Committee approval, Compensation that meets the definition of a “short-term deferral” described in Treas. Reg. Section 1.409A-1(b)(4) may be deferred in accordance with the rules of Article VII, applied as if the date the Substantial Risk of Forfeiture lapses is the date payments were originally scheduled to commence, provided, however, that the provisions of Section 7.3 shall not apply to payments attributable to a change of control (as determined in Treas. Reg. Section 1.409A-3(i)(5)).
 - (f) *Certain Forfeitable Rights.* With respect to a legally binding right to a payment in a subsequent year that is subject to a forfeiture condition requiring the Participant’s continued services for a period of at least twelve months from the date the Participant obtains the legally binding right, an election to defer such Compensation may be made on or before the 30th day after the Participant obtains the legally binding right to the Compensation, provided that the election is made at least twelve months in advance of the earliest date at which the forfeiture condition could lapse. The Compensation Deferral Agreement described in this paragraph becomes irrevocable after such 30th day. If the forfeiture condition applicable to the payment lapses before the end of the required service period as a result of the Participant’s death or upon a change of control (as determined in Treas. Reg. Section 1.409A-3(i)(5)), the Compensation Deferral Agreement will be void unless it would be considered timely under another rule described in this Section.
 - (g) *Company Awards.* Participating Employers may unilaterally provide for deferrals of Company awards prior to the date of such awards. Deferrals of Company awards (such as sign-on or retention pay) may be negotiated with a Participant prior to the date the Participant has a legally binding right to such Compensation.
 - (h) *“Evergreen” Deferral Elections.* The Committee, in its discretion, may provide in the Compensation Deferral Agreement that such Compensation Deferral Agreement will continue in effect for each subsequent year or performance period. Such “evergreen” Compensation Deferral Agreements will become effective with respect to an item of Compensation on the date such election becomes irrevocable under this Section 4.2. An evergreen Compensation Deferral Agreement may be terminated or modified prospectively with respect to Compensation for which such election remains revocable under this Section 4.2. A Participant whose Compensation Deferral Agreement is cancelled in accordance with Section 4.6 will be required to file a new Compensation Deferral Agreement under this Article IV in order to recommence Deferrals under the Plan.
- 4.3 Allocation of Deferrals. A Compensation Deferral Agreement may allocate Deferrals to one or more Specified Date Accounts and/or to the Retirement/Termination Account subject to rules determined by the Committee. The Committee may, in its discretion, establish a minimum deferral period for Specified Date Accounts (for example, the third Plan Year following the year Compensation subject to the Compensation Deferral Agreement is earned). The Committee shall determine whether a deferral may be allocated to more than one Specified Date Account or to a Specified Date Account and the Participant’s Retirement/Termination Account.
- 4.4 Deductions from Pay. The Committee has the authority to determine the payroll practices under which any component of Compensation subject to a Compensation Deferral Agreement will be deducted from a Participant’s Compensation.
- 4.5 Vesting. Participant Deferrals shall be 100% vested at all times, unless otherwise specified by the Company prior to the deferral being made.
- 4.6 Cancellation of Deferrals. The Committee shall cancel a Participant’s Deferrals (i) for the balance of the Plan Year in which an Unforeseeable Emergency payment is made, (ii) if the Participant receives a hardship distribution under the Employer’s qualified 401(k) plan, through the end of the Plan Year in which the six-month anniversary of the hardship distribution falls, and (iii) during periods in which the Participant is unable to perform the duties of his or her position or any substantially similar position due to a mental or physical impairment that can be expected to result in death or last for a continuous period of at least six months. In the event a Participant receives a voluntary withdrawal from a Grandfathered Account, the Participant shall not be permitted to make Deferrals to the Plan in the Plan Year following the Plan Year in which the withdrawal is made.

ARTICLE V

Company Contributions

- 5.1 Discretionary Company Contributions. The Participating Employer may, from time to time in its sole and absolute discretion, credit Company Contributions to any Participant in any amount determined by the Participating Employer. The Company shall determine when Company Contributions shall be paid and whether or where the Participant can invest the Company Contributions.
- 5.2 Vesting. Company Contributions described in Section 5.1, above, and the Earnings thereon, shall vest in accordance with the vesting schedule(s) established by the Committee or the Company at the time that the Company Contribution is made. Absent the Committee's or the Company's designation otherwise, all Company Contributions shall become 100% vested upon the occurrence of the earliest of: (i) the death of the Participant while actively employed; (ii) Retirement of the Participant, or (iii) a Change of Control. The Participating Employer may, at any time, in its sole discretion, increase a Participant's vested interest in a Company Contribution. The portion of a Participant's Accounts that remains unvested upon his or her Separation from Service after the application of the terms of this Section 5.2 shall be forfeited.

ARTICLE VI

Benefits

- 6.1 Benefits, Generally. A Participant shall be entitled to the following benefits under the Plan:
- (a) *Retirement Benefit.* Upon the Participant's Separation from Service due to Retirement, he or she shall be entitled to a Retirement Benefit. The Retirement Benefit shall be equal to the vested portion of the Retirement/Termination Account and the vested portion of any Specified Date Accounts that are not yet in pay status. The Retirement Benefit shall be based on the value of that Account as of the end of the month in which Separation from Service occurs. Payment of the Retirement Benefit will be made or begin during the month following the month in which Separation from Service occurs, provided, however, that with respect to a Participant who is a Specified Employee as of the date such Participant incurs a Separation from Service, payment will be made or begin during the seventh month following the month in which such Separation from Service occurs. If the Retirement Benefit is to be paid in the form of installments, any subsequent installment payments to a Specified Employee will be paid on the anniversary of the date the initial installment was made.
 - (b) *Separation Benefit.* Upon the Participant's Separation from Service for reasons other than death or Retirement, he or she shall be entitled to a Separation Benefit. The Separation Benefit shall be equal to the vested portion of the Retirement/Termination Account and the vested portion of any unpaid balances in any Specified Date Accounts. The Separation Benefit shall be based on the value of the Retirement/Termination Account as of the end of the month in which Separation from Service occurs. Payment of the Separation Benefit will be made or begin during the month following the month in which Separation from Service occurs, provided, however, that with respect to a Participant who is a Specified Employee as of the date such Participant incurs a Separation from Service, payment will be made or begin during the seventh month following the month in which such Separation from Service occurs.
 - (c) *Specified Date Benefit.* If the Participant has established one or more Specified Date Accounts, he or she shall be entitled to a Specified Date Benefit with respect to each such Specified Date Account. The Specified Date Benefit shall be equal to the vested portion of the Specified Date Account, based on the value of that Account as of the end of the month designated by the Participant at the time the Account was established. Payment of the Specified Date Benefit will be made or begin during the month following the designated month. The Committee may allow Participants to designate only the year of deferral and then make all Specified Date elections payable during a Committee-designated month within such year.
 - (d) *Death Benefit.* In the event of the Participant's death, his or her designated Beneficiary(ies) shall be entitled to a Death Benefit. The Death Benefit shall be equal to the vested portion of the Retirement/Termination Account and the vested portion of any unpaid balances in any Specified Date Accounts. The Death Benefit shall be based on the value of the Accounts as of the end of the month in which death occurred, with payment made within 90 days of the date of death.
 - (e) *Unforeseeable Emergency Payments.* A Participant who experiences an Unforeseeable Emergency may submit a written request to the Committee to receive payment of all or any portion of his or her vested Accounts. Whether a Participant or Beneficiary is faced with an Unforeseeable Emergency permitting an emergency payment shall be determined by the Committee based on the relevant facts and circumstances of each case, but, in any case, a

distribution on account of Unforeseeable Emergency may not be made to the extent that such emergency is or may be reimbursed through insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not cause severe financial hardship, or by cessation of Deferrals under this Plan. If an emergency payment is approved by the Committee, the amount of the payment shall not exceed the amount reasonably necessary to satisfy the need, taking into account the additional compensation that is available to the Participant as the result of cancellation of deferrals to the Plan, including amounts necessary to pay any taxes or penalties that the Participant reasonably anticipates will result from the payment. The amount of the emergency payment shall be subtracted first from the vested portion of the Participant's Retirement/Termination Account until depleted and then from the vested Specified Date Accounts, beginning with the Specified Date Account with the latest payment commencement date. Emergency payments shall be paid in a single lump sum within the 90-day period following the date the payment is approved by the Committee.

6.2 Form of Payment.

- (a) *Retirement Benefit.* A Participant who is entitled to receive a Retirement Benefit shall receive payment of such benefit in a single lump sum, unless the Participant elects on his or her initial or, to the extent allowed, his or her subsequent Compensation Deferral Agreement to have such benefit paid in one of the following alternative forms of payment (i) substantially equal annual installments over a period of five (5) or ten (10), as elected by the Participant; or (ii) to the extent allowed by the Committee a lump sum payment of a percentage of the balance in the Retirement/Termination Account, with the balance paid in substantially equal annual installments over a period of five (5) or ten (10) as elected by the Participant.
- (b) *Separation Benefit.* A Participant who is entitled to receive a Separation Benefit shall receive payment of such benefit in a single lump sum.
- (c) *Specified Date Benefit.* The Specified Date Benefit shall be paid in a single lump sum, unless the Committee allows and the Participant elects on the Compensation Deferral Agreement with which the account was established to have the Specified Date Account paid in substantially equal annual installments.

Notwithstanding any election of a form of payment by the Participant, upon a Separation from Service the unpaid balance of a Specified Date Account with respect to which payments have not been made shall be aggregated and paid in accordance with the form of payment applicable to the Retirement Benefit or Termination Benefit, as applicable.

- (d) *Death Benefit.* A designated Beneficiary who is entitled to receive a Death Benefit shall receive payment of such benefit in a single lump sum.
- (e) *Change of Control.* If the Change of Control meets the requirements of section 409A under the Code ("Qualifying Change of Control"), the following applies. A Participant will receive a single lump sum payment equal to the unpaid balance of all of his or her Accounts upon a Separation from Service within 24 months following a Qualifying Change of Control. Subject to the payment rules for Specified Employees under Section 6.1(a) Accounts will be valued as of the last day of the month in which the Separation from Service occurs and payment will be made within 45 days of such Separation from Service. In addition to the foregoing, upon a Qualifying Change of Control, a Participant who has incurred a Separation from Service prior to the Qualifying Change of Control, and any Beneficiary of such Participant who is receiving or is scheduled to receive payments, will receive the balance of all unpaid Accounts in a single lump sum. Accounts will be valued as of the last day of the month following the Qualifying Change of Control and will be paid within 45 days of said Qualifying Change of Control.
- (g) *Small Account Balances.* Notwithstanding any prior Participant distribution elections, if, on the date the Participant terminates from service or retires, the aggregate of all Participant Accounts upon Separation from Service are \$50,000 or less (deemed to be "Small Account Balances"), the vested balance in all Participant Accounts shall be distributed in a lump sum completely liquidating the Participant's interest in the Plan in the month immediately following the end-of-month Valuation Date.
- (h) *Rules Applicable to Installment Payments.* If a Payment Schedule specifies installment payments, annual payments will be made beginning as of the payment commencement date for such installments and shall continue on each anniversary thereof until the number of installment payments specified in the Payment Schedule has been paid. The amount of each installment payment shall be determined by dividing (a) by

(b), where (a) equals the Account Balance as of the Valuation Date and (b) equals the remaining number of installment payments.

For purposes of Article VII, installment payments will be treated as a single form of payment. If a lump sum equal to less than 100% of the Retirement/Termination Account is paid, the payment commencement date for the installment form of payment will be the first anniversary of the payment of the lump sum.

- 6.3 Acceleration of or Delay in Payments. The Committee, in its sole and absolute discretion, may accelerate or delay the time of payment to the Participant hereunder, only to the extent the acceleration or delay is permitted under Treas. Reg. Section 1.409A-3(j)(4) or Section 1.409A-2(b)(7). If the Plan receives a domestic relations order (within the meaning of Code Section 414(p)(1)(B)) directing that all or a portion of a Participant's Accounts be paid to an "alternate payee," any amounts to be paid to the alternate payee(s) shall be paid in a single lump sum.

ARTICLE VII

Modifications to Payment Schedules

- 7.1 Participant's Right to Modify. A Participant may modify any or all of the alternative Payment Schedules with respect to an Account, consistent with the permissible Payment Schedules available under the Plan, provided such modification complies with the requirements of this Article VII. The Committee may impose limitations on the number of allowable modifications.
- 7.2 Time of Election. The date on which a modification election is submitted to the Committee must be at least twelve months prior to the date on which payment is scheduled to commence under the Payment Schedule in effect prior to the modification.
- 7.3 Date of Payment under Modified Payment Schedule. Except with respect to modifications that relate to the payment of a Death Benefit, the date payments are to commence under the modified Payment Schedule must be no earlier than five years after the date payment would have commenced under the original Payment Schedule. Under no circumstances may a modification election result in an acceleration of payments in violation of Code Section 409A.
- 7.4 Effective Date. A modification election submitted in accordance with this Article VII is irrevocable upon receipt by the Committee and becomes effective 12 months after such date.
- 7.5 Effect on Accounts. An election to modify a Payment Schedule is specific to the Account or payment event to which it applies, and shall not be construed to affect the Payment Schedules of any other Accounts.

ARTICLE VIII

Valuation of Account Balances; Investments

- 8.1 Valuation. Deferrals shall be credited to appropriate Accounts on the date such Compensation would have been paid to the Participant absent the Compensation Deferral Agreement. Company Contributions shall be credited to the appropriate Account at the times determined by the Committee. Valuation of Accounts shall be performed under procedures approved by the Committee.
- 8.2 Earnings Credit. Each Account will be credited with Earnings on each Business Day, based upon the Participant's investment allocation among a menu of investment options selected in advance by the Committee, in accordance with the provisions of this Article VIII ("investment allocation").
- 8.3 Investment Options. Investment options will be determined by the Committee. The Committee, in its sole discretion, shall be permitted to add or remove investment options from the Plan menu from time to time even if such removal requires Participants to re-designate investment choices, provided that any such additions or removals of investment options shall not be effective with respect to any period prior to the effective date of such change.
- 8.4 Investment Allocations. A Participant's investment allocation constitutes a deemed, not actual, investment among the investment options comprising the investment menu. At no time shall a Participant have any real or beneficial ownership in any investment option included in the investment menu, nor shall the Participating Employer or any trustee acting on its behalf have any obligation to purchase actual securities as a result of a Participant's investment allocation. A Participant's investment allocation shall be used solely for purposes of adjusting the value of a Participant's Account Balances.

A Participant shall specify an investment allocation for each of his Accounts in accordance with procedures established by the Committee. Allocation among the investment options must be designated in percentage increments designated by the

Committee. The Participant's investment allocation will become effective on the same Business Day or, in the case of investment allocations received after a time specified by the Committee, the next Business Day.

A Participant may change an investment allocation on any Business Day, both with respect to future credits to the Plan and with respect to existing Account Balances, in accordance with procedures adopted by the Committee. Changes shall become effective on the same Business Day or, in the case of investment allocations received after a time specified by the Committee, the next Business Day, and shall be applied prospectively.

- 8.5 Unallocated Deferrals and Accounts. If the Participant fails to make an investment allocation with respect to an Account, such Account shall be invested in an investment option, the primary objective of which is the preservation of capital, as determined by the Committee.
- 8.6 Company Stock. The Committee may include Company Stock as one of the investment options described in Section 8.3. The Committee may, in its sole discretion, limit the investment allocation of Company Contributions to Company Stock. The Committee may also require Deferrals consisting of equity-based Compensation to be allocated to Company Stock. The Committee may also restrict investments in Company Stock to certain Participants and specify certain rules and limitations on investment and sale of Company Stock to comply with securities laws.
- 8.7 Diversification. A Participant may re-allocate an investment in Company Stock into another investment option subject to rules specified by the Committee. The portion of an Account that is invested in Company Stock will be paid under Article VI in the form of whole shares of Company Stock if the form of payment elected is a lump sum. If the Participant elects to be paid with installments, Company Stock will be paid under Article VI in the form of cash.
- 8.8 Dividend Equivalents. Dividend equivalents with respect to Company Stock will be credited to the applicable Accounts in the form of additional shares or units of Company Stock.

ARTICLE IX

Administration

- 9.1 Plan Administrator. This Plan shall be administered by the Committee which shall have discretionary authority to make, amend, interpret and enforce all appropriate rules and regulations for the administration of this Plan and to utilize its discretion to decide or resolve any and all questions, including but not limited to eligibility for benefits and interpretations of this Plan and its terms, as may arise in connection with the Plan. Claims for benefits shall be filed with the Committee and resolved in accordance with the claims procedures in this Article IX. The Executive Compensation Committee of the Company's Board of Directors reserves the right to review all claims and appeals made by Participants in compensation Band H and above.
- 9.02 Delegation of Authority. In the administration of this Plan, the Committee may, from time to time, employ agents and delegate to them such administrative duties as it sees fit, and may from time to time consult with legal counsel to the Company.
- 9.03 Claim Procedure. Any controversy or claim arising out of or relating to the Plan shall be filed in writing with the Committee which shall make all determinations concerning such claim. Any claim filed with the Committee and any decision by the Committee denying such claim shall be in writing and shall be delivered to the Participant or Beneficiary filing the claim (the "Claimant").
- (a) *In General.* Notice of a denial of benefits will be provided within ninety (90) days of the Committee's receipt of the Claimant's claim for benefits. If the Committee determines that it needs additional time to review the claim, the Committee will provide the Claimant with a notice of the extension before the end of the initial ninety (90) day period. The extension will not be more than ninety (90) days from the end of the initial ninety (90) day period and the notice of extension will explain the special circumstances that require the extension and the date by which the Committee expects to make a decision.
- (b) *Contents of Notice.* If a claim for benefits is completely or partially denied, notice of such denial shall be in writing and shall set forth the reasons for denial in plain language. The notice shall (i) cite the pertinent provisions of the Plan document and (ii) explain, where appropriate, how the Claimant can perfect the claim, including a description of any additional material or information necessary to complete the claim and why such material or information is necessary. The claim denial also shall include an explanation of the claims

review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse decision on review.

- (c) *Delegation.* The Committee, unless provided otherwise, delegates to either the Company's legal counsel or appropriate personnel in the Total Rewards Dept. or Employee Service Center to make an initial determination of all claims or controversies arising under the Plan.

9.04 Appeal of Denied Claims. A Claimant whose claim has been completely or partially denied shall be entitled to appeal the claim denial by filing a written appeal with the Committee. A Claimant who timely requests a review of the denied claim (or his or her authorized representative) may review, upon request and free of charge, copies of all documents, records and other information relevant to the denial and may submit written comments, documents, records and other information relevant to the claim to the Committee. All written comments, documents, records, and other information shall be considered "relevant" if the information (i) was relied upon in making a benefits determination, (ii) was submitted, considered or generated in the course of making a benefits decision regardless of whether it was relied upon to make the decision, or (iii) demonstrates compliance with administrative processes and safeguards established for making benefit decisions. The Committee may, in its sole discretion and if it deems appropriate or necessary, decide to hold a hearing with respect to the claim appeal.

- (a) *In General.* Appeal of a denied benefits claim must be filed in writing with the Committee no later than sixty (60) days after receipt of the written notification of such claim denial. The Committee shall make its decision regarding the merits of the denied claim within sixty (60) days following receipt of the appeal (or within one hundred and twenty (120) days after such receipt, in a case where there are special circumstances requiring extension of time for reviewing the appealed claim). If an extension of time for reviewing the appeal is required because of special circumstances, written notice of the extension shall be furnished to the Claimant prior to the commencement of the extension. The notice will indicate the special circumstances requiring the extension of time and the date by which the Appeals Committee expects to render the determination on review. The review will take into account comments, documents, records and other information submitted by the Claimant relating to the claim without regard to whether such information was submitted or considered in the initial benefit determination.
- (b) *Contents of Notice.* If a benefits claim is completely or partially denied on appeal, notice of such denial shall be in writing and shall set forth the reasons for denial in plain language. The decision on appeal shall set forth (i) the specific reason or reasons for the denial, (ii) specific references to the pertinent Plan provisions on which the denial is based, (iii) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, or other information relevant (as defined above) to the Claimant's claim, and (iv) a statement describing any voluntary appeal procedures offered by the plan and a statement of the Claimant's right to bring an action under Section 502(a) of ERISA.

Notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification. All appeals should be addressed to the Committee as follows:

Employee Benefits Committee
Pitney Bowes Pension Restoration Plan
Attn: Committee Secretary and Benefits Counsel
Pitney Bowes Inc. - Legal Dept.
One Elmcroft Road
Stamford, CT 06926

9.05 Exhaustion of Remedies. A participant may not bring any legal action relating to a claim for benefits under the plan unless and until the participant has followed the claims procedures under the Plan and exhausted his or her administrative remedies under such claims procedures.

9.06 Indemnification. To the fullest extent permitted under Delaware law, the Company shall indemnify and hold harmless each employee, officer, director, agent or organization, to whom or to which are delegated duties, responsibilities, and authority under the Plan or otherwise with respect to administration of the Plan, including, without limitation, the Committee and its agents, against all claims, liabilities, fines and penalties, and all expenses reasonably incurred by or imposed upon him or it (including but not limited to reasonable attorney fees) which arise as a result of his or its actions or failure to act in connection with the operation and administration of the Plan to the extent lawfully allowable and to the extent that such

claim, liability, fine, penalty, or expense is not paid for by liability insurance purchased or paid for by the Participating Employer. Notwithstanding the foregoing, the Company shall not indemnify any person or organization if his or its actions or failure to act are due to gross negligence or willful misconduct or for any such amount incurred through any settlement or compromise of any action unless the Company consents in writing to such settlement or compromise.

- 9.07 Binding Decisions or Actions. The decision or action of the Committee in respect of any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations thereunder shall be final and conclusive and binding upon all persons having any interest in the Plan. All benefits shall be made conditional upon the participant's acknowledgement, in writing or by acceptance of the benefits, that all decisions and determinations of the Committee shall be final and binding on the participant and his spouse, estate and any other person having or claiming an interest under the Plan.

ARTICLE X

Amendment and Termination

- 10.1 Amendment. Pitney Bowes Inc. by action of its Board of Directors, appropriate Board committee or as delegated to the Employee Benefits Committee, Trust Investment Committee or management may at any time amend or modify this Plan in whole or in part, if in its sole discretion such amendment or modification is deemed necessary or desirable, provided, however, that no amendment shall be effective to decrease the balance in any Account as accrued at the time of such amendment. Amendments necessary to comply with law or to allow the orderly administration of this Plan shall not be considered to be a reduction of previously accrued benefit. Any amendment made to this Plan after a Change of Control, as defined in the Pitney Bowes Senior Executive Severance Policy, or in contemplation of a Change of Control shall not in any way adversely affect the terms and conditions of this Plan as they exist prior to such amendment with respect to benefits vested prior to such amendment.
- 10.02 Company's Right to Terminate. The Board of Directors of the Company or the Executive Committee of the Board may at any time terminate the Plan with respect to future allocations to the account. The Board or the Executive Committee may also terminate the Plan in its entirety at any time for any reason, and pay Participants and Beneficiaries their Account Balances in a single lump sum at any time, to the extent and in accordance with Treas. Reg. Section 1.409A-3(j)(4)(ix).

ARTICLE XI

Informal Funding

- 11.1 General Assets. Obligations established under the terms of the Plan may be satisfied from the general funds of the Participating Employers, or a trust described in this Article XI. No Participant, spouse or Beneficiary shall have any right, title or interest whatever in assets of the Participating Employers. Nothing contained in this Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between the Participating Employers and any Employee, spouse, or Beneficiary. To the extent that any person acquires a right to receive payments hereunder, such rights are no greater than the right of an unsecured general creditor of the Participating Employer.
- 11.2 Rabbi Trust. A Participating Employer may, in its sole discretion, establish a grantor trust, commonly known as a rabbi trust, as a vehicle for accumulating assets to pay benefits under the Plan. Payments under the Plan may be paid from the general assets of the Participating Employer or from the assets of any such rabbi trust. Payment from any such source shall reduce the obligation owed to the Participant or Beneficiary under the Plan.

ARTICLE XII

General Provisions

- 12.1 Anti-assignment Rule. No interest of any Participant, spouse or Beneficiary under this Plan and no benefit payable hereunder shall be assigned as security for a loan, and any such purported assignment shall be null, void and of no effect, nor shall any such interest or any such benefit be subject in any manner, either voluntarily or involuntarily, to anticipation, sale, transfer, assignment or encumbrance by or through any Participant, spouse or Beneficiary. Notwithstanding anything to the contrary herein, however, the Committee has the discretion to make payments to an alternate payee in accordance with the terms of a domestic relations order (as defined in Code Section 414(p)(1)(B)).
- 12.2 No Legal or Equitable Rights or Interest. No Participant or other person shall have any legal or equitable rights or interest in this Plan that are not expressly granted in this Plan. Participation in this Plan does not give any person any right to be retained in the service of the Participating Employer. The right and power of a Participating Employer to dismiss or discharge an Employee is expressly reserved. The Participating Employers make no representations or warranties as to the tax consequences to a Participant or a Participant's beneficiaries resulting from a deferral of income pursuant to the Plan.

- 12.3 No Employment Contract. Nothing contained herein shall be construed to constitute a contract of employment between an Employee and a Participating Employer.
- 12.4 Headings. The headings of Sections are included solely for convenience of reference, and if there is any conflict between such headings and the text of this Plan, the text shall control.
- 12.5 Invalid or Unenforceable Provisions. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof and the Committee may elect in its sole discretion to construe such invalid or unenforceable provisions in a manner that conforms to applicable law or as if such provisions, to the extent invalid or unenforceable, had not been included.
- 12.6 Lost Participants or Beneficiaries. Any Participant or Beneficiary who is entitled to a benefit from the Plan has the duty to keep the Committee advised of his or her current mailing address. If benefit payments are returned to the Plan or are not presented for payment after a reasonable amount of time, the Committee shall presume that the payee is missing. The Committee, after making such efforts as in its discretion it deems reasonable and appropriate to locate the payee, shall stop payment on any uncashed checks and may discontinue making future payments until contact with the payee is restored.
- 12.7 Facility of Payment to a Minor. If a distribution is to be made to a minor, or to a person who is otherwise incompetent, then the Committee may, in its discretion, make such distribution (i) to the legal guardian, or if none, to a parent of a minor payee with whom the payee maintains his or her residence, or (ii) to the conservator or committee or, if none, to the person having custody of an incompetent payee. Any such distribution shall fully discharge the Committee, the Company, and the Plan from further liability on account thereof.
- 12.8 Accounts Taxable Under Code Section 409A. This Plan is intended to comply with section 409A of the Code and shall in all respects be administered in accordance with section 409A, including the requirement that payments to a "specified employee" of a publicly traded corporation upon separation from service be delayed for a period of six months after separation from service. Notwithstanding anything in the Plan to the contrary, distributions may only be made under the Plan upon an event and in a manner permitted by section 409A of the Code. All payments to be made upon termination of employment under this Plan may only be made upon "separation from service" under section 409A. In no event may a participant, directly or indirectly, designate the calendar year of a payment, except pursuant to payment elections permitted under section 409A of the Code.
- 12.9 Governing Law. To the extent not preempted by ERISA, the laws of the State of Connecticut shall govern the construction and administration of the Plan.

APPENDIX A

PITNEY BOWES INC.

DEFERRED INCENTIVE SAVINGS PLAN

FOR PRE-2005 DEFERRALS

As Amended and Restated
Effective January 1, 2003

(Previously amended and Restated Effective January 1, 2000)

(DCPP12)

PITNEY BOWES INC.

DEFERRED INCENTIVE SAVINGS PLAN

(As amended and restated effective as of January 1, 2003)

ARTICLE I

INTRODUCTION

The purpose of the Pitney Bowes Inc. Deferred Incentive Savings Plan (hereinafter referred to as the "Plan") is to aid Pitney Bowes Inc. and its subsidiaries in retaining and attracting executive employees by providing them with savings and tax deferral opportunities. The Plan first became effective for deferral elections made hereunder on or after September 9, 1996. The Plan has been amended and restated from time to time. The Plan was amended and restated to incorporate previous amendments and to make additional changes, effective for deferral elections made hereunder on or after January 1, 2000. The Plan was further amended and restated to incorporate amendments and clarifications effective for deferral elections made hereunder on or after November 1, 2002. Participants who made a deferral election and incurred a Termination of Employment or Disability, entered Retirement or died prior to the effective date of any amendments shall have their deferrals and distributions governed by the terms of the Plan in effect prior to the effective date of any amendments. Effective the effective date of any amendments, the term "PBC" will no longer be used to describe the annual incentive compensation deferred under the Plan. Instead, annual incentive compensation will be known as Pitney Bowes Incentive Program.

ARTICLE II

DEFINITIONS

For the purposes of this Plan, the following words and phrases shall have the meanings indicated, unless the context clearly indicates otherwise:

Section 2.01 Account. "Account" means the bookkeeping account(s) established on the books of the Company by the Administrative Committee on behalf of the Participant comprised of the Deferral Account and the Gain Share Account. Accounts and Sub-Accounts will be established when the Deferred Amount would otherwise have been paid.

Section 2.02 Administrative Committee. "Administrative Committee" means the committee comprised of the Senior Vice President and Chief Human Resources Officer, Vice President and Treasurer, Vice President Employee Brand and Total Rewards, Director Strategic Leadership Total Rewards.

Section 2.03 Annual Incentive Award. "Annual Incentive Award" means the annual cash incentive payable to a Participant.

Section 2.04 Base Salary. "Base Salary" means the base salary of a Participant described in Section 4.01 (ii) of the Plan in effect at the time of the deferral rather than in effect at the time of the election to defer.

Section 2.05 Beneficiary. "Beneficiary" means the person, persons or entity designated by the Participant to receive any benefits payable under the Plan pursuant to Article VIII.

Section 2.06 Board. "Board" means the Board of Directors of Pitney Bowes Inc.

Section 2.07 CIU Award. "CIU Award" means any Cash Incentive Unit Award granted pursuant to the long-term incentive program under the Pitney Bowes Inc. Key Employees' Incentive Plan (as amended and restated as of February 12, 2001).

Section 2.08 Change of Control. For purposes of this Plan, a "Change of Control" shall be deemed to have occurred if:

- (i) there is an acquisition, in anyone transaction or a series of transactions, other than from Pitney Bowes Inc., by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), of beneficial ownership (within the meaning of Rule 13(d)(3) promulgated under the Exchange Act) of 20% or more of either the then outstanding shares of Common Stock or the combined voting power of the then outstanding voting securities of Pitney Bowes Inc. entitled to vote generally in the election of directors, but excluding, for this purpose, any such acquisition by Pitney Bowes Inc. or any of its subsidiaries, or any employee benefit plan (or related trust) of Pitney Bowes Inc. or its subsidiaries, or any corporation with respect to which, following such acquisition, more than 50% of the then outstanding shares of common stock of such corporation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by the individuals and entities who were the beneficial owners, respectively, of the common stock and voting securities of Pitney Bowes Inc. immediately prior to such acquisition in substantially the same proportion as their ownership, immediately prior to such acquisition, of the then outstanding shares of Common Stock or the combined voting power of the then outstanding voting securities of Pitney Bowes Inc. entitled to vote generally in the election of directors, as the case may be; or
- (ii) individuals who, as of January 1, 2002, constitute the Board (as of such date, the "Incumbent Board") cease for any reason to constitute at least a majority of the Board, provided that any individual becoming a director subsequent to January 1, 2002, whose election, or nomination for election by Pitney Bowes' shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of Pitney Bowes Inc. (as such terms are used in Rule 14(a)(11) or Regulation 14A promulgated under the

Exchange Act); or

(iii) there occurs either (a) the consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company, in each case, with respect to which the individuals and entities who were the respective beneficial owners of the common stock and voting securities of Pitney Bowes Inc. immediately prior to such reorganization, merger or consolidation do not, following such reorganization, merger or consolidation, beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such reorganization, merger or consolidation, or (b) an approval by the shareholders of Pitney Bowes Inc. of a complete liquidation or dissolution of Pitney Bowes Inc. or of the sale or other disposition of all or substantially all of the assets of Pitney Bowes Inc.

Section 2.09 Common Stock. “Common Stock” means the common stock of Pitney Bowes Inc.

Section 2.10 Company. “Company” means Pitney Bowes Inc., its successors, any subsidiary or affiliated organizations authorized by the Board or the Executive Committee to participate in the Plan and any organization into which or with which Pitney Bowes Inc. may merge or consolidate or to which all or substantially all of its assets may be transferred.

Section 2.11 Consideration Shares. “Consideration Shares” means shares of Common Stock owned by the Participant for a period of at least six months prior to the Date of Exercise, and having a Fair Market Value equal to the exercise price for the number of Option Shares to be exercised.

Section 2.12 Date of Exercise. “Date of Exercise” means the date on which an Option is considered to be exercised.

Section 2.13 Deferral Account. “Deferral Account” means the total of all SubAccounts maintained on the books of the Company by the Administrative Committee for each Participant to reflect deferral of Eligible Compensation, adjusted for hypothetical gains, earnings, dividends, losses, distributions, withdrawals and other similar activity other than gains with respect to stock options granted pursuant to deferrals made under the Plan.

Section 2.14 Deferral Period. “Deferral Period” means the period beginning on the date the Eligible Compensation would otherwise have been paid or, in the case of Gain Shares, on the Date of Exercise, and ending on the earlier of (i) the Participant’s Retirement and (ii) the last day of the period during which the Participant elected to defer current enjoyment and distribution of the Eligible Compensation and Gain Shares

Section 2.15 Deferred Amount. “Deferred Amount” means the amount of Eligible Compensation for the Plan Year or performance period to which the Participation Agreement relates that is to be deferred under the Plan.

Section 2.16 Disability. “Disability” means eligibility for disability benefits under the terms of the Company’s Long-Term Disability Plan as in effect from time to time.

Section 2.17 Eligible Compensation. “Eligible Compensation” means any cash award otherwise payable as annual incentive compensation or a CIU Award by the Company to a Participant with respect to a Plan Year or a performance period pursuant to the Pitney Bowes Inc. Key Employees’ Incentive Plan or, effective January 1, 2000, Base Salary otherwise payable to the Participant.

Section 2.18 ERISA. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

Section 2.19 Executive Committee. “Executive Committee” means the Executive Compensation Committee of the Board.

Section 2.20 Fair Market Value. “Fair Market Value” of a share of Common Stock means the closing price of the Common Stock on the New York Stock Exchange on the most recent day on which the Common Stock was so traded that precedes the date as of which Fair Market Value is to be determined.

Section 2.21 Form of Payment. “Form of Payment” means, with respect to InService Distributions, payment in one lump sum or in 5 annual installments, and with respect to Retirement distributions, payments in a lump sum, a partial lump sum, and/or in annual installments of 5, 10 or 15 years.

Section 2.22 Gain Shares. “Gain Shares” means the shares of Common Stock resulting from the exercise of any option pursuant to Article V.

Section 2.23 Gain Share Account. “Gain Share Account” means the account maintained on the books of the Company by the Administrative Committee for the Participant to reflect the number of Phantom Share Units related to Gains Shares, adjusted for hypothetical gains, earnings, dividends, losses, distributions, withdrawals and other similar activity.

Section 2.24 In-Service Distribution. “In-Service Distribution” means a payment by the Company to the Participant following a date elected by the Participant (the InService Distribution Date) of the amount represented by the Account balance in the In-Service Fund Sub-Account or In-Service Option Sub-Account pertaining to that In-Service Distribution. In-Service Distributions shall be made in accordance with Participants’ In-Service Distribution Form of Payment election.

Section 2.25 In-Service Fund Sub-Account. “In-Service Fund Sub-Account” or “Fund Sub-Account” means an Account created to track Deferred Amounts allocated to hypothetical investments other than Options, and hypothetical earnings thereon, which the Participant elects to receive as an In-Service Distribution.

Section 2.26 In-Service Option Sub-Account. “In-Service Option Sub- Account” or “Option Sub-Account” is an Account created to track Deferred Amounts allocated to Options.

Section 2.27 Option. “Option” means an option to acquire shares of Common Stock granted pursuant to the Pitney Bowes Stock Option Plan as amended and restated January, 2002 or any predecessor or successor thereto.

Section 2.28 Option Expiration Date. “Option Expiration Date” means the last day of the option term.

Section 2.29 Option Share. “Option Share” means a share of Common Stock acquired (or deferred hereunder) pursuant to the exercise of an Option.

Section 2.30 PBIP. “PBIP” means the Pitney Bowes’ Performance Based Compensation Incentive Program, or any successor thereto, and the “PBIP-like” compensation incentive program, or any successor thereto.

Section 2.31 Participant. “Participant” means any individual who is eligible to participate in this Plan and who elects to participate by filing a Participation Agreement or Stock Option Gain Agreement as provided in Article N.

Section 2.32 Participation Agreement. “Participation Agreement” means an agreement filed by a Participant in accordance with Article N.

Section 2.33 Phantom Share Fund. “Phantom Share Fund” means the hypothetical investment fund under the Plan which is comprised of Phantom Share Units and which is intended to mirror investment in Common Stock, including deemed reinvestment of dividends thereon.

Section 2.34 Phantom Share Unit. “Phantom Share Unit” means the accounting units established hereunder to track a Participant’s hypothetical interest in the Phantom Share Fund.

Section 2.35 Plan Year. “Plan Year” means a twelve-month period beginning January 1 and ending the following December 31; provided that the first Plan Year shall be the partial year beginning on September 9, 1996 and ending on December 31, 1996.

Section 2.36 Retirement. “Retirement” means retirement of a Participant from the Company after attaining age 65 or 55 with at least ten years of service (in accordance with the method of determining retirement under the Pitney Bowes Pension Plan).

Section 2.37 Retirement Sub-Account. “Retirement Sub-Account” means an Account created to track all Deferred Amounts, and hypothetical earnings thereon, that Participants elect to receive upon Retirement or are otherwise not credited to an In-Service SubAccount or to an Option Sub-Account.

Section 2.38 Stock Option Gain Agreement. “Stock Option Gain Agreement” means an agreement filed by a Participant in accordance with Article V intended to defer taxation of the gain from the exercise of an Option.

Section 2.39 Sub-Account. “Sub-Account” means an Account that is a portion of the Deferral Account created and maintained for purposes of enabling different allocation elections (among hypothetical investment funds), different Form of Payment elections, and different distribution dates, or for other reasons deemed necessary by the Administrative Committee to properly administer the Plan.

Section 2.40 Termination of Employment. “Termination of Employment” means the cessation of a Participant’s services as a full-time employee of the Company and its affiliates for any reason other than Retirement.

Section 2.41 Unforeseeable Emergency. “Unforeseeable Emergency” means severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or a dependent of the Participant, loss of the Participant’s property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

Section 2.42 Valuation Date. “Valuation Date” means the last day of the calendar month immediately preceding a distribution triggering event (e.g. an In-Service Distribution Date, the end of an Option Sub-Account Deferral Period, Retirement, Termination of Employment, Death, or Disability) or such other date as the Administrative Committee in its sole discretion may determine.

ARTICLE III

ADMINISTRATION

Section 3.01 Executive and Administrative Committees; Duties. The Executive Committee shall administer this Plan and shall be the named fiduciary of this Plan. A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business. All resolutions or other action taken by the Executive Committee shall be by a vote of a majority of its members present at any meeting or, without a meeting, by an instrument in writing signed by all its members. Members of the Executive Committee may participate in a meeting of such committee by means of a conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

The Executive Committee shall be responsible for the administration of this Plan and shall have all powers necessary to administer this Plan, including discretionary authority to determine eligibility for benefits and to decide claims under the terms of this Plan, except to the extent that any such powers are vested in any other fiduciary of this Plan by the Executive Committee. The Executive Committee may from time to time establish rules for the administration of this Plan, and it shall have the exclusive right to interpret this Plan and to decide any matters arising in connection with the administration and operation of this Plan. All rules, interpretations and decisions of the Executive Committee shall be conclusive and binding on the Company, Participants and Beneficiaries.

The Executive Committee has delegated to the Administrative Committee responsibility for performing certain administrative and ministerial functions under this Plan. The Administrative Committee shall be responsible for determining in the first instance issues related to eligibility, deemed investment choices, determination and distribution of Account balances, crediting of hypothetical earnings and debiting of hypothetical losses, in-service withdrawals, deferral elections and any other duties concerning the day-to-day operation of the Plan. The Executive Committee shall have discretion to delegate to the Administrative Committee such additional duties as it may determine. The Administrative Committee may designate one of its members as a chairperson and may retain and supervise outside providers and professionals (including in-house professionals) to perform any or all of the duties delegated to it hereunder.

Neither the Executive Committee nor a member of the Board nor any member of the Administrative Committee shall be liable for any act or action hereunder, whether of omission or commission, by any other member or employee or by any agent to whom duties in connection with the administration of this Plan have been delegated or for anything done or omitted to be done in connection with this Plan. The Executive Committee and the Administrative Committee shall keep records of all of their respective proceedings and the Administrative Committee shall keep records of all payments made to Participants or Beneficiaries and payments made for expenses or otherwise.

The Company shall, to the fullest extent permitted by law, indemnify each director, officer or employee of the Company (including the heirs, executors, administrators and other personal representatives of such person) and each member of the Executive Committee and the Administrative Committee against expenses (including attorneys’ fees), judgments, fines, amounts paid

in settlement, actually and reasonably incurred by such person in connection with any threatened, pending or actual suit, action or proceeding (whether civil, criminal, administrative or investigative in nature or otherwise) in which such person may be involved by reason of the fact that he or she is or was serving this Plan in any capacity at the request of the Company.

Any expense incurred by the Company, the Executive Committee or the Administrative Committee relative to the administration of this Plan shall be paid by the Company.

Section 3.02 Claim Procedure. If a Participant or Beneficiary makes a written request alleging a right to receive payments under this Plan or alleging a right to receive an adjustment in benefits being paid under this Plan, such actions shall be treated as a claim for benefits. All claims for benefits under this Plan shall be sent to the Administrative Committee. If the Administrative Committee determines that any individual who has claimed a right to receive benefits, or different benefits, under this Plan is not entitled to receive all or any part of the benefits claimed, the Administrative Committee shall inform the claimant in writing of such determination and the reasons therefore in terms calculated to be understood by the claimant. The notice shall be sent within 90 days of the claim unless the Administrative Committee determines that additional time, not exceeding 90 days, is needed. The notice shall make specific reference to the pertinent Plan provisions on which the denial is based, and shall describe any additional material or information that is necessary. Such notice shall, in addition, inform the claimant of the procedure that the claimant should follow to take advantage of the review procedure set forth below in the event the claimant desires to contest the denial of the claim. Such notice shall further inform the claimant of his or her right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on appeal. The claimant may within 90 days thereafter submit in writing to the Administrative Committee a notice that the claimant contests the denial of his or her claims and desires a further review by the Executive Committee. The Executive Committee shall within 60 days thereafter review the claim and authorize the claimant to review relevant documents and submit issues, comments, documents and other information relating to the claim to the Executive Committee. The Executive Committee will render a final decision on behalf of the Company with specific reasons therefore in writing and will transmit it to the claimant within 60 days of the written request for review, unless the Chairperson of the Executive Committee determines that additional time, not exceeding 60 days, is needed, and so notifies the claimant. If the claim is denied, wholly or in part, the notice shall further include specific references to the pertinent Plan provisions on which the denial is based, shall include a statement that the claimant is entitled to receive or review, upon request, documents relevant to the claim, and a statement of the claimant's right to bring a civil action under ERISA Section 502(a). If the Committee fails to respond to a claim filed in accordance with the foregoing within 60 days or any such extended period, the Company shall be deemed to have denied the claim.

ARTICLE IV

PARTICIPATION AND DEFERRAL OF ELIGIBLE COMPENSATION

Section 4.01 Participation. Participation in the Plan shall be limited to executives who

- (a) meet such eligibility criteria as the Executive Committee shall establish from time to time,
- (b) in the case of deferral of Base Salary, are individuals whose compensation may be subject to the deductibility limitations of Section 162(m) of the Internal Revenue Code, as amended, and
- (c) elect to Participate in the Plan by filing a Participation Agreement or a Stock Option Gain Agreement with the Administrative Committee. A Participation Agreement must be filed
 - (i) with respect to an Annual Incentive Award, prior to the December 1st immediately preceding the Plan Year with respect to which the award relates and
 - (ii) with respect to a CIU Award, prior to the December 1st that occurs during the year prior to the last year of the performance period to which the award relates.

Prior to January 1, 2001, the term "PBC award" was used to describe the annual incentive award that could be offered under the Plan. The Participation Agreement for deferral of awards and CIU Awards that would otherwise be payable in 1997 was required to be filed no later than December 1, 1996. The Administrative Committee shall have the discretion to establish special deadlines regarding the filing of Participation Agreements for specified groups of Participants.

Section 4.02 Contents of Participation Agreement. Each Participation Agreement shall set forth:

- (i) the Deferred Amount, expressed as either a dollar amount or a percentage of the total Eligible Compensation for

such Plan Year or performance period; provided, that the minimum Deferred Amount for any Plan Year or performance period shall not be less than \$2,000;

(ii) the In-Service Distribution Date(s) and/or Deferral Period for portions, or all, of the Deferred Amount, which is not to be less than three years,

(iii) the Form of Payment for In-Service Distributions and Retirement distribution;

(iv) investment selections made by the Participant in hypothetical investment funds under the Plan; and

(v) and any other item determined to be appropriate by the Administrative Committee.

Section 4.03 In-Service Distributions. An In-Service Distribution election shall pertain to such portion of the Deferred Amount as elected by the Participant and shall cause a Fund Sub-Account or an Option Sub-Account, as the case may be, to be established (unless such Sub-Account already exists), to which such portion of Deferred Amount shall be credited. In the event an In-Service Sub-Account has already been established for the In-Service Distribution Date referred to in the deferral election, such portion of the Deferred Amount shall be credited to the existing In-Service Sub-Account.

(a) A Participant may maintain up to four (4) Fund Sub-Accounts and an unlimited number of Option Sub-Accounts.

(b) The minimum Deferral Period for an In-Service Distribution is three years.

(c) A Participant may change an In-Service Distribution Date or Form of Payment once only, as follows:

(i) An In-Service Distribution Date extension may be requested by submitting a new Participation Agreement or such other form as may be provided for In-Service Distribution Date extensions by the Administrative Committee (or completing and electronically submitting the appropriate screen on the Participant website, when available) at any time, so long as the date that such form is submitted is at least twelve (12) months prior to the In-Service Distribution Date being extended; and

(ii) The In-Service Distribution Date may be extended to a subsequent year (and must be extended by at least one year), but it may not be accelerated (made to occur sooner than the original date). An extension of an In-Service Distribution Date corresponding to an Option Sub-Account will not extend the Option term.

(iii) In-Service Distribution Dates corresponding to Fund Sub-Accounts may be cancelled, even after an extension. A cancellation of such an In-Service Distribution Date shall cause the Fund Sub-Account associated with it to be combined with the Retirement Sub-Account.

(iv) In-Service Distribution Dates corresponding to Option Sub-Accounts may not be cancelled.

(v) Extending or canceling an In-Service Distribution Date in accordance with the Plan is specific to the In-Service Distribution to which it refers, and shall not affect other In-Service Distribution Dates or the ability of the Participant to make new In-Service Distribution elections with respect to new Deferred Amounts (except to the extent the maximum number of In-Service Fund Sub-Accounts are already established).

(vi) With the exception that Fund Sub-Account cancellations do not count as a change, only one change may be made for each In-Service Sub-Account. More than one change (that is otherwise permitted under the Plan) may be made if made concurrently with other permissible changes (e.g. a Form of Payment change may be made in the same request as a request for a date extension). If made separately, any change (other than a cancellation of a Fund Sub-Account) constitutes a change to the In-Service Distribution and thereby extinguishes a Participant's right to request any additional change at another time.

(d) Any portion of a Deferred Amount not credited to an Fund Sub-Account or an Option Sub-Account will be credited to the Retirement Sub-Account.

(e) The Participation Agreement shall also indicate the Participant's Form of Payment election for each In-Service Distribution Date. Permitted payment schedules for In-Service Distributions are a single lump sum or five (5) annual installment payments.

- (f) In-Service Distributions corresponding to Fund Sub-Accounts shall be accelerated in the event of Retirement or Termination of Employment. In the event Retirement occurs prior to an In-Service Distribution Date, or prior to the completion of payment of an In-Service Distribution (in the case of installment payments) with respect to an Fund Sub-Account, the remaining balances in the Fund Sub-Accounts shall be added to the Retirement Sub-Account. Payments shall thereafter be made by the Company in accordance with Plan provisions regarding Retirement or Termination of Employment, as the case may be.
- (g) In-Service Distributions corresponding to In-Service Option Sub-Accounts shall not be accelerated in the event of Retirement, but shall be accelerated in the event of Termination of Employment, death, or Disability prior to Retirement.

Section 4.04 Options and Deferral Periods.

- (a) A Participant may allocate a portion, or all, of a Deferred Amount to options, if such hypothetical investment is made available by the Executive Committee (see Section 7.02(c)). When a Participant allocates Deferred Amounts to Options, the Participant must elect a Deferral Period, which must be at least three years but no more than ten years beginning on the date the Deferred Amount (or last installment of the Deferred Amount in the case of salary), is credited to the Deferral Account. The Deferral Period will also determine the term of the Option; however, if the minimum Deferral Period of three years is chosen, then the Option term will be four years.
- (b) The allocation to Options and establishment of a corresponding Deferral Period creates an Option Sub-Account. There is no limit on the number of Option SubAccounts which a Participant may maintain.
- (c) Option Sub-Accounts established prior to January 1, 2004 will be accelerated and combined with Retirement payments in progress (or, if none, then paid in accordance with the Participant's Form of Payment election for the Option Sub-Account) in the event of exercise of the Option following Retirement. For Option Sub-Accounts established on or after January 1, 2004, Option Sub-Account distributions shall not be accelerated due to Retirement or exercise of the Option following Retirement.

Section 4.05 Changes to Participation Agreement. Provisions of a Participation Agreement pertaining to the amount and source (e.g. salary, specific award, etc.) of Deferred Amounts may not be amended or revoked after the beginning of the Plan Year to which they pertain. Changes to the In-Service Distribution Dates, and Form of Payment elections for In-Service Distributions and Retirement distributions may be made in accordance with provisions in applicable Sections of the Plan.

Section 4.06 Reduction in Deferred Amount for Tax Withholding. The foregoing provisions of this Article IV notwithstanding, in the event a Participant's deferral election results in insufficient non-deferred compensation from which to withhold taxes in accordance with applicable law, the Deferred Amount shall be reduced as necessary to allow the Company to satisfy tax withholding requirements.

ARTICLE V

STOCK OPTION GAIN DEFERRALS

Section 5.01 In General. Subject to provisions of this Article V, Participants may elect to defer receipt and distribution of the gain related to Gain Shares until the end of an elected Deferral Period by filing with the Administrative Committee a Stock Option Gain Agreement. The stock option gain deferral features of the Plan are effective for deferral elections made on or after September 14, 1998. The deferral of gain related to Gain Shares, as described in Article V and other related provisions of the Plan, shall be available only to Participants who are employees of the Company at the time the Participant files a Stock Option Gain Agreement.

Section 5.02 Timing of Filing Stock Option Gain Agreement. A Stock Option Gain Agreement must be filed at least six months prior to the Date of Exercise, prior to the calendar year in which occurs the Date of Exercise and no later than the day before the first day of the six month period ending on the Option Expiration Date.

Section 5.03 Contents of Stock Option Gain Agreement. Each Stock Option Gain Agreement shall set forth: (i) the number of Option Shares to be exercised in connection with the deferrals hereunder; (ii) the date of grant of the Option Shares; (iii) the Deferral Period, which is not to be less than three years; (iv) the Form of Payment; and (v) any other item determined to be appropriate by the Administrative Committee. A Participant may elect to defer gain on Option Shares in increments of 25%, 50%,

75% or 100% of the number of Option Shares awarded on a particular date of grant.

Section 5.04 Manner of Exercising Option Shares. A Participant who desires to exercise an Option and to defer current receipt and distribution of the gain related to Gain Shares must follow the procedures and requirements that are applicable to the Option under the Pitney Bowes Stock Plan as amended and restated, January 1, 2002, including the procedures and requirements relating to the exercise of an Option; provided, however, that in the case of a deferral of Gain Shares under this Plan, the Participant shall only be permitted to tender Consideration Shares to pay the entire exercise price for any exercised Option. Notwithstanding the foregoing, the Administrative Committee may in its discretion accept the Participant's attestation that he or she owns the number of Consideration Shares necessary to effectuate the stock swap contemplated hereunder. The attestation method or any other procedure accepted by the Administrative Committee shall be consistent with applicable legal authority regarding the tax - free treatment of such a transaction.

Section 5.05 Determination of Gain Shares. Upon exercise of an Option, the gain of which the Participant has elected to defer hereunder, Gain Shares resulting from such exercise shall be determined as follows: (i) the aggregate exercise price for all exercised Option Shares shall be determined; (ii) the number of Consideration Shares needed to pay the exercise price for such Option Shares shall be determined; (iii) the difference between the number of exercised Option Shares and the number of Consideration Shares shall be the number of Gain Shares resulting from such exercise. Any fractional Gain Share that results from the computations hereunder shall be rounded up to the nearest whole number.

Section 5.06 Conversion of Gain Shares to Phantom Stock Units. As of the Date of Exercise, Gain Shares shall be converted to Phantom Share Units by dividing the amount of the aggregate Fair Market Value of the Gain Shares as of the Date of Exercise by the Fair Market Value of one share of Common Stock as of the Date of Exercise. The resulting number of Phantom Share Units shall be credited to the Participant's Gain Share Account. Any fractional Phantom Share Unit that results from the computations hereunder shall be rounded up to the nearest whole number.

Section 5.07 Changes to the Stock Option Gain Agreement. A Stock Option Gain Agreement may not be amended or revoked after the day on which it is filed with the Administrative Committee, except that the Deferral Period may be extended if an amended Stock Option Gain Agreement is filed with the Administrative Committee at least one full calendar year before the Deferral Period (as in effect before such amendment) ends; provided, that only one such amended Stock Option Deferral Agreement may be filed with respect to each Agreement.

Section 5.08 Failure to Properly Exercise. If a Participant who has made a valid election under this Article V to defer the gain related to Gain Shares and if the Option expires without a proper exercise of the Option by the Participant or if the Participant fails to properly tender the Consideration Shares by the last day of the Option term, the Participant shall forfeit any opportunity to exercise the Option and the Option shall be cancelled as of the end of the last business day of the Option term.

ARTICLE VI

DEFERRAL OF ELIGIBLE COMPENSATION AND GAIN SHARES

Section 6.01 Elective Deferred Incentive Compensation. The Deferred Amount of a Participant with respect to each Plan Year of participation in the Plan shall be credited by the Administrative Committee to the Participant's Deferral Account or Sub-Account as and when such Deferred Amount would otherwise have been paid to the Participant. To the extent that the Company is required to withhold any taxes or other amounts from the Deferred Amount pursuant to any state, Federal or local law, such amounts shall be taken out of compensation to the Participant that is not deferred under this Plan. In the event a Participant's deferral election results in insufficient non-deferred compensation from which to withhold taxes in accordance with applicable law, the Deferred Amount shall be reduced as necessary to allow the Company to satisfy tax withholding requirements.

Section 6.02 Vesting of Accounts. Except as provided in Section 8.06, a Participant shall be 100% vested in his/her Account at all times.

Section 6.03 Gain Shares. The gain from the exercise of the Option which the Participant elects to defer under the Plan as Phantom Share Units shall be credited by the Administrative Committee to the Participant's Gain Share Account as of the Date of Exercise.

ARTICLE VII

MAINTENANCE AND INVESTMENT OF ACCOUNTS

Section 7.01 Maintenance of Accounts. A Deferral Account and a Gain Share Account, shall be separately maintained for each Participant in accordance with their Participation Agreements and Stock Option Gain Agreements. A Participant's interest in his/her Account, and all Sub-Accounts, shall be comprised of the deemed investments in the deemed investment funds offered under the Plan (including the Phantom Share Fund); provided, however, the Gain Share Account shall only reflect the Participant's interest in the Phantom Share Fund. A Participant's Account or Sub-Account shall be utilized solely as a device for the measurement and determination of the amounts to be paid to the Participant pursuant to this Plan, and shall not constitute or be treated as a trust fund of any kind. Accounts and Sub-Accounts shall be valued daily and balances shall be available on the Participant web site and in quarterly statements sent to Participants. For purposes of distributions, the Administrative Committee shall determine the balance of each Account, and Sub-Account, as of each Valuation Date.

Section 7.02 Investment Choices.

- (a) Subject to Section 7.02(d), the Executive Committee shall permit the Participant to elect to have his/her Deferred Amounts and Deferral Account deemed to be invested in one or more of the deemed investment funds offered under the Plan, selecting among the investment choices, as determined by the Executive Committee from time to time, and in accordance with such rules, regulations and procedures as the Executive Committee may establish from time to time. A Participant may elect different hypothetical investment funds for each Sub-Account. Notwithstanding anything to the contrary herein, earnings and losses based on a Participant's investment elections shall begin to accrue as of the date such Participant's Deferred Amounts are credited to his/her Deferral Account or Sub-Account(s); provided, however, that with respect to a Participant who is participating in the Plan as a "PBJP-like" employee whose incentive award is determined on other than an annual basis, Deferred Amounts shall not be considered to be invested until January 1 following the Plan Year to which the Deferred Amount relates. Upon the Termination of Employment of a Participant who is participating in the Plan as a "PBC-like" employee, amounts credited to his/her Deferral Account for which earnings or losses have not begun to accrue as provided herein at the time of such Termination of Employment shall be paid Deferred Amount in cash in one lump sum without regard to any earnings or losses. Notwithstanding anything to the contrary in this Plan, if a Change of Control occurs within three years of the initial crediting of such Deferred Amounts to the Deferral Account, the net cumulative earnings with respect to such Deferred Amounts shall be based on the greater of (i) rate of return based on the actual investment elections of the Participant and (ii) the rate of return corresponding to the MaNY Money Market Fund Rate of Return or such other competitive money market fund rate designated by the Executive Committee, in its sole discretion.
- (b) (i) Phantom Share Units shall be deemed to be invested in shares of Common Stock and shall comprise the Phantom Share Fund. Deferred Amounts that are deemed to be invested in the Phantom Share Fund and Gain Shares shall be converted into Phantom Share Units based upon the Fair Market Value of the Common Stock on the date(s) the Deferred Amounts or Gain Shares are to be credited to the Deferral Account or Gain Share Account, as the case may be. Gain Shares shall be converted into Phantom Stock Units in accordance with Section 5.06. Amounts allocated to the Gain Share Account shall remain hypothetically invested in the Phantom Share Fund at all times.
- (ii) The portion of any Deferral Account that is invested in the Phantom Share Fund and the entire portion of the Gain Share Account shall be credited, as of each Valuation Date, with additional Phantom Share Units related to cash dividends paid on the Common Stock with record dates during the period beginning on the day after the most recent preceding Valuation Date and ending on such Valuation Date, as follows. The credit shall be for a number of Phantom Share Units equal to the amount of the aggregate deemed dividend payments on the Phantom Share Units as of the record date, divided by the Fair Market Value of one share of Common Stock determined as of the record date, rounded up to the next whole share.
- (iii) In the event of a stock dividend, split-up or combination of the- Common Stock, merger, consolidation, reorganization, recapitalization, or other change in the corporate structure or capitalization affecting the Common Stock, such that an adjustment is determined by the Executive Committee to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Plan, then the Executive Committee may make appropriate adjustments to the number of Phantom Share Units credited to the Deferral Account and Gain Share Account. The determination of the Executive Committee as to such adjustments, if

any, to be made shall be conclusive.

(iv) Notwithstanding any other provision of this Plan, the Executive Committee shall adopt such procedures as it may determine are necessary to ensure that with respect to any Participant who is actually or potentially subject to Section 16(b) of the Securities Exchange Act of 1934, as amended, the crediting of deemed shares to his or her Deferral Account and Gain Share Account is not deemed to be a nonexempt purchase for purposes of such Section 16(b), including without limitation requiring that no shares of Common Stock or cash relating to such deemed shares may be distributed for six months after being credited to such Deferral Account or Gain Share Account, as the case may be. This Plan will conform in all relevant respects to the provisions of Sarbanes-Oxley Act of 2002.

- (c) The Executive Committee may authorize Options as an investment choice under the Plan. The terms and conditions under which Options may be made available as an investment choice shall be determined and communicated by the Executive Committee to Participants from time to time. Any Options issueable under the Plan will be made pursuant to the Pitney Bowes Stock Plan, as amended and restated, January 2002. For purposes of determining the value of Options at the time of grant, the Executive Committee shall use the method of fair market value used for other grants under the Pitney Bowes Stock Option Plan as amended and restated, January 2002. Options shall not be a permitted investment choice with respect to the deferral of Base Salary under the Plan.
- (d) Except with respect to retirees who exercise Options after retirement based on deferrals made before January 1, 2003, no deemed investment return under the Plan shall be allocated to Option Sub-Accounts, prior to the last day of the Deferral Period pertaining to the Option Sub-Account. Upon the expiration of the Deferral Period, the Participant shall receive a distribution equal to the original Deferred Amount allocated to the Option, unless he or she has exercised the right to extend the Distribution Date pursuant to Section 4.03(c) of the Plan, in which case he/she shall be entitled to elect to have his/her Deferred Amounts related to the granting of such Options deemed to be invested in one or more of the hypothetical investment funds offered under the Plan effective as soon as practicable following the end of the original Deferral Period.

Section 7.03 Statement of Accounts. The Administrative Committee shall submit to each Participant quarterly statements of his/her Account, in such form as the Administrative Committee deems desirable, setting forth the balance to the credit of such Participant in his/her Deferral Account, including Sub-Accounts, and Gain Share Account as of the end of the most recently completed quarter.

ARTICLE VIII

BENEFITS

Section 8.01 Time and Form of Payment for In-Service Distributions and Gain Share Account Distributions.

- (a) At the end of the Deferral Period, the Company shall pay to the Participant the balance of the Fund Sub-Account, Option Sub-Account, or Gain Share Account, as the case may be, in accordance with the most current valid Form of Payment election pertaining to that Sub-Account or Gain Share Account on file with the Administration Committee or, if none, then as a single lump sum. If the Deferral Period was extended, then the Company shall pay to the Participant the balance of the Sub-Account as soon as administratively practicable following the end of the extended Deferral Period in accordance with the Form of Payment election made by the Participant or, if none, then in a single lump sum. Amounts allocated to the Gain Share Account shall only be paid in the form of actual shares of Common Stock in one lump sum or installments in accordance with the Participant's Stock Option Gain Agreement and applicable provisions of the Plan.
- (b) The most recent Participation Agreement or Stock Option Gain Agreement, as the case may be, making Form of Payment elections which is filed with the Administrative Committee at least twelve (12) months prior to an In-Service Distribution or Stock Option Gain distribution shall supersede all previous and subsequent Participation Agreements or Stock Option Gain Agreements, as the case may be, on file and the entire amount in the Participant's Sub-Account shall be distributed in accordance with such Form of Payment elections; provided, however, that only a subsequent Stock Option Gain Agreement can supersede a prior Stock Option Gain Agreement and cannot supersede a prior Participation Agreement, and vice versa.

Section 8.02 Time and Form of Payment for Retirement Distributions.

- (a) In the event of Retirement, the Company shall distribute an amount equal to the balance in the Retirement Sub-Account together with remaining unpaid balances in all In-Service Sub-Accounts which do not correspond to Option Sub-Accounts (determined as of the applicable Valuation Date) to the Participant as soon as administratively practicable following the first day of the month following the date of Retirement in accordance with the most recent Form of Payment election made by the Participant which was filed at least twelve (12) months prior to the date of Retirement, or if none, then in five (5) annual installments.
- (b) Notwithstanding Section 8.02 (a) hereof, and in accordance with Section 4.04 (c) hereof, a Participant who meets the definition of Retirement who has been granted Options pursuant to Section 7.02 (c) hereof in connection with Deferred Amounts prior to January 1, 2004 shall have that portion of his/her Deferral Account that relates to the granting of such Options distributed at the earlier of (i) the Date of Exercise of such Options and (ii) the last day of the Option term. A Participant who meets the definition of Retirement who has been granted Options pursuant to Section 7.02 (c) hereof in connection with Deferred Amounts and who has established Option Sub-Accounts on or after January 1, 2004 shall have the balance of such Option Sub-Accounts distributed at the end of the Option term in accordance with distribution provisions in the Plan notwithstanding an earlier exercise of the Option. Such Deferred Amounts shall be distributed in accordance with the Form of Payment elected by the Participant in his/her Participation Agreement or with applicable provisions of the Plan; provided, however, that if the Deferred Amounts are to be distributed in installments, the Deferred Amounts related to the granting of Options shall be entirely distributed over the remaining installment schedule for Retirement distributions commencing with the next following installment payment due under the installment schedule. Any lump sum payment shall be paid as soon as practicable following the Date of Exercise of the Options or the last day of the Option term, as the case may be.

Section 8.03 Time and Form of Payment for Distributions Upon Termination of Employment. In the event of a Termination of Employment, the Company shall pay the balance in the Retirement Sub-Account and the remaining balance in any In-Service SubAccounts, valued as of the applicable Valuation Date, to the Participant in a single lump sum as soon as administratively practicable following the date of Termination of Employment.

Section 8.04 Time and Form of Payment for distributions upon death or Disability . In the event of death or Disability prior to Retirement or Termination of Employment, the Company shall pay the entire Deferral Account balance, including all remaining Sub-Account balances in a single lump sum to the Participant (in the event of Disability) or to the Beneficiary (in the event of death). In the event of death or Disability after Retirement, the Company shall continue to pay benefits in the same amounts and at the same time(s) as if the Participant had not died or become disabled; except that, in the case of death, such payments shall be paid to the Beneficiary.

Section 8.05 Miscellaneous Distribution Provisions. The foregoing provisions of this Article VIII notwithstanding:

- (a) if a Participant has elected to receive a distribution in the form of a full or partial lump sum, the Administrative Committee may in its discretion distribute all or a portion of the Deferred Amounts deemed to be invested in the Phantom Share Fund in the form of actual shares of Common Stock. Installment payments from the Deferral Account shall only be paid in cash. All full or partial lump sum distributions hereunder will be made as soon as practicable following the In-Service Distribution Date, end of the Deferral Period, date of Retirement, date of Termination of Employment, or Death as the case may be, based on the most recent Valuation Date as of the distribution triggering event.
- (b) If the Participant has elected to receive payments in installments, each payment shall consist of an amount equal to (i) the balance of the Deferral Account, as of the most recent Valuation Date preceding the payment date times (ii) a fraction, the numerator of which is one and the denominator of which is the number of remaining installments (including the installment being paid). The first such installment shall be paid as soon as practicable after the distribution triggering event (e.g. In-Service Distribution Date, end of the Deferral Period, Retirement, etc.) as the case may be, and each subsequent installment shall be paid on or about the anniversary of such first payment. In the case of the In-Service and Retirement Sub-Accounts, each such installment shall be deemed made on a pro rata basis from each of the different deemed investments of such Sub-Accounts (if there is more than one such deemed investment).
- (c) In the event the balance in the Deferral Account (including all Sub-Accounts) is less than \$50,000 at the time of the initial valuation immediately prior to the beginning of a Retirement distribution, then the Administrative Committee, in its sole discretion, may ignore the Form of Payment election made by the Participant and pay the benefit in a single lump sum.

Section 8.06 Hardship Withdrawals. Notwithstanding the provisions of Section 8.01 and any Participation Agreement or Stock Option Gain Agreement, as the case may be, a Participant shall be entitled to request early payment of all or part of the balance in his/her Deferral Account and Gain Share Account in the event of an Unforeseeable Emergency, in accordance with this Section 8.06. A distribution pursuant to this Section 8.06 may only be made to the extent reasonably needed to satisfy the Unforeseeable Emergency need, and may not be made if such need is or may be relieved (i) through reimbursement or compensation by insurance or otherwise, (ii) by liquidation of the Participant's assets to the extent such liquidation would not itself cause severe financial hardship, or (iii) by cessation of participation in the Plan. An application for an early payment under this Section 8.06 shall be made to the Administrative Committee in such form and in accordance with such procedures as the Administrative Committee shall determine from time to time. The determination of whether and in what amount and form a distribution will be permitted pursuant to this Section 8.06 shall be made by the Administrative Committee. Distributions shall be made from In-Service and Option SubAccounts and Gain Share Accounts (beginning with the most distant) and then from the Retirement Sub-Account.

Section 8.07 Voluntary Early Withdrawal. Notwithstanding the provisions of Section 8.01 and any Participation Agreement or Stock Option Gain Agreement, a Participant shall be entitled to elect to withdraw all of the balances in his/her Deferral Account and Gain Share Account in accordance with this Section 8.07 by filing with the Administrative Committee such forms, in accordance with such procedures, as the Administrative Committee shall determine from time to time. As soon as practicable after receipt of such form by the Administrative Committee, the Company shall pay an amount equal to ninety percent of the balance in such Participant's Deferral Account(s) and ninety percent of any Gain Shares allocated to the Gain Share Account (determined as of the most recent Valuation Date preceding the date such election is filed) to the electing Participant in a lump sum in cash, or actual shares of Common Stock in the case of the Gain Share Account, and the Participant shall forfeit the remainder of such Deferral Account or Gain Share Account, as the case may be. The most recent Participation Agreement or the Stock Option Gain Agreement previously filed by a Participant who elects to make a withdrawal under this Section 8.07 shall be null and void as a result of a voluntary early withdrawal hereunder (including without limitation a Participation Agreement or the Stock Option Gain Agreement, as the case may be, with respect to Plan Years or performance periods that have not yet been completed). A Participant who does not have a Participation Agreement or Stock Option Gain Agreement on file at the time of the voluntary early withdrawal request shall not be permitted to file an additional Participation Agreement or Stock Option Gain Agreement for one year following the last day of the deferral election period immediately following the voluntary early withdrawal request. Distributions shall be made from In-Service or Option Sub-Accounts and Gain Share Accounts (beginning with the most distant) and then from the Retirement Sub-Account.

Section 8.08 Payments in Connection with Change of Control. Notwithstanding anything contained in this Plan to the contrary, upon a Change of Control, the Company shall immediately pay to each Participant in a lump sum in cash the balance in his/her Deferral Account or in actual shares of Common Stock in the case of the Gain Share Account (determined as of the most recent Valuation Date preceding the Change of Control).

Section 8.09 Withholding of Taxes. Notwithstanding any other provision of this Plan, the Company shall withhold from payments made hereunder any amounts required to be so withheld by any applicable law or regulation.

Section 8.10 Modification of Payment Schedule. Notwithstanding anything herein to the contrary, the Committee may in its sole and exclusive discretion modify the method and timing of payment of Deferred Amounts as previously elected by the Participant based on circumstances it has identified as being in the best interests of the Company.

ARTICLE IX

BENEFICIARY DESIGNATION

Section 9.01 Beneficiary Designation. Each Participant shall have the right, at any time, to designate any person, persons or entity as his Beneficiary or Beneficiaries to receive the balance of his or her Account upon the Participant's death. A Beneficiary designation shall be made, and may be amended, by the Participant by filing a written designation with the Administrative Committee, on such form and in accordance with such procedures as the Administrative Committee shall establish from time to time.

Section 9.02 No Beneficiary Designation. If a Participant fails to designate a Beneficiary as provided above, or if all designated Beneficiaries predecease the Participant, then the Participant's Beneficiary shall be deemed to be the Participant's estate.

ARTICLE X

AMENDMENT AND TERMINATION OF PLAN

Section 10.01 Amendment. The Board or the Executive Committee may at any time amend this Plan in whole or in part, provided, however, that no amendment shall be effective to decrease the balance in any Account as accrued at the time of such amendment, nor shall any amendment otherwise have a retroactive effect except if such retroactivity does not cause a materially adverse financial effect.

Section 10.02 Company's Right to Terminate. The Board or the Executive Committee may at any time terminate the Plan with respect to future Participation Agreements and Stock Option Gain Agreements. The Board or the Executive Committee may also terminate the Plan in its entirety or in part at any time for any reason, including without limitation if, in its judgment, the continuance of the Plan, the tax, accounting, or other effects thereof, or potential payments thereunder would not be in the best interests of the Company, and upon any such termination, the Company shall immediately pay to each Participant in a lump sum the accrued balance in his Account (determined as of the most recent Valuation Date preceding the termination date).

ARTICLE XI

MISCELLANEOUS

Section 11.01 Unfunded Plan. This Plan is intended to be an unfunded plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, within the meaning of Section 401 of ERISA. All payments pursuant to the Plan shall be made from the general funds of the Company and no special or separate fund shall be established or other segregation of assets made to assure payment. No Participant or other person shall have under any circumstances any interest in any particular property or assets of the Company as a result of participating in the Plan. Notwithstanding the foregoing, the Company may (but shall not be obligated to) create one or more grantor trusts, the assets of which are subject to the claims of the Company's creditors, to assist it in accumulating funds to pay its obligations under the Plan.

Section 11.02 Nonassignability. Except as specifically set forth in the Plan with respect to the designation of Beneficiaries, neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate or convey in advance of actual receipt the amounts, if any, payable hereunder, or any part thereof, which are, and all rights to which are, expressly declared to be unassignable and non-transferable. No part of the amounts payable shall, prior to actual payment, be subject to seizure or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by a Participant or any other person, nor be transferable by operation of law in the event of a Participant's or any other person's bankruptcy or insolvency.

Section 11.03 Validity and Severability. The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision of this Plan, which shall remain in full force and effect, and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 11.04 Governing Law. The validity, interpretation, construction and performance of this Plan shall in all respects be governed by the laws of the State of Connecticut, without reference to principles of conflict of law, except to the extent pre-empted by federal law.

Section 11.05 Employment Status. This Plan does not constitute a contract of employment or impose on the Participant or the Company any obligation for the Participant to remain an employee of the Company or change the status of the Participant's employment or the policies of the Company and its affiliates regarding termination of employment.

Section 11.06 Underlying Incentive Plans and Programs. Nothing in this Plan shall prevent the Company from modifying, amending or terminating the compensation or the incentive plans and programs, including the Pitney Bowes Inc. Key Employees' Incentive Plan pursuant to which cash awards are earned and which are deferred under this Plan and the Pitney Bowes Stock Option Plan as amended and restated, January, 2002

Section 11.07 Severance. Notwithstanding anything to the contrary herein the Executive Committee may, in its sole and exclusive discretion, determine that the Accounts of a Participant who has incurred a Termination of Employment and who receives or will receive severance payments from the Company shall be paid in installments, at such intervals as the Executive Committee may decide.

Section 11.08 **Termination of Employment.** Upon Termination of Employment, Disability or death, a Participant shall forfeit all rights and entitlements to actively participate in the Plan, including the opportunity to make further deferral elections of Eligible Compensation, gain on related Gain Shares, direction of deemed investment funds and any other activities offered to active Participants, unless the Administrative Committee in its sole discretion decides otherwise.

PITNEY BOWES INC.
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES (1)

(Dollars in thousands)

	Years ended December 31,				
	2008	2007	2006	2005	2004
Income from continuing operations before income taxes and minority interest	\$ 713,177	\$ 660,711	\$ 914,490	\$ 811,668	\$ 608,390
Add:					
Interest expense	229,343	250,540	228,418	193,174	161,650
Portion of rents representative of the interest factor	43,030	48,969	46,255	52,823	51,445
Amortization of capitalized interest	1,717	1,717	1,345	986	1,473
Income as adjusted	<u>\$ 987,267</u>	<u>\$ 961,937</u>	<u>\$ 1,190,508</u>	<u>\$ 1,058,651</u>	<u>\$ 822,958</u>
Fixed charges:					
Interest expense	\$ 229,343	\$ 250,540	\$ 228,418	\$ 193,174	\$ 161,650
Portions of rents representative of the interest factor	43,030	48,969	46,255	52,823	51,445
Minority interest, excluding taxes, in the income of subsidiary with fixed charges	31,610	33,412	21,819	16,512	8,338
Total fixed charges	<u>\$ 303,983</u>	<u>\$ 332,921</u>	<u>\$ 296,492</u>	<u>\$ 262,509</u>	<u>\$ 221,433</u>
Ratio of earnings to fixed charges	3.25	2.89	4.02	4.03	3.72

- (1) The computation of the ratio of earnings to fixed charges has been computed by dividing income from continuing operations before income taxes as adjusted by fixed charges. Included in fixed charges is one-third of rental expense as the representative portion of interest.

PITNEY BOWES INC.
SUBSIDIARIES OF THE REGISTRANT

The Registrant, Pitney Bowes Inc., a Delaware Corporation, has no parent.

The following are subsidiaries of the Registrant
(as of December 31, 2008)

<u>Company name</u>	<u>Country or state of incorporation</u>
Addressing Systems International Holdings Limited	England
Adrema Leasing Corporation	Delaware
Andeen Enterprises, Inc.	Panama
Alternative Mail & Parcel Investments Limited	UK
Archiver Limited f/k/a Micromedia Limited	England
Artec International Corporation	California
Asterion Direct SAS	France
Asterion Sud SAS	France
B. Williams Funding Corp.	Delaware
B. Williams Holding Corp.	Delaware
Bell & Howell France Holdings SAS	France
Burmas Voorheen Buroservice NV	Belgium
Canadian Office Services (Toronto) Limited	Canada
Cascade Microfilm Systems, Inc.	California
Digital Cement Inc.	Delaware
Digital Cement Co.	Canada
Dimasi Strategic Research Pty Ltd	Australia
Elmcroft Road Realty Corporation	Connecticut
Emtex Limited	England
Emtex Software, Inc.	Florida
Emtex Software, Inc.	Canada
Encom Europe Limited	England
Encom Holdings Pty Limited	Australia
Encom Petroleum Information Pty Limited	Australia
Encom Technology Pty Limited	Australia
ERSIS Australia Pty Ltd	Australia
FSL Holdings Inc.	Connecticut
FSL Risk Managers Inc.	New York
Group 1 Software China Ltd.	Hong Kong
Group 1 Software Korea Ltd.	Korea
Group 1 Software Asia Pacific Pte Ltd.	Singapore
Group 1 Software Beijing Ltd.	China
Group 1 Software Europe Limited	England
Group 1 Software France SA	France
Group 1 Software Germany GmbH	Germany
Group 1 Software Japan KK	Japan
Historic Boardwalk Hall, L.L.C.	Delaware
Horizon Management AB	Sweden
Horizon Scandinavia AB	Sweden
Ibis Consulting, Inc.	Rhode Island
Imagitas, Inc.	Delaware
Imagitas Security Corporation	Massachusetts
Informatech Inc.	California
International Imaging Limited	England
Logestim Logiciels et Systèmes, Texte et Image SAS	France
Mag Expansion SA	France
Mag Systèmes SAS	France
Mag Graphic SAS	France
MailCode Holdings, Inc.	Indiana
MailCode, Inc.	Delaware
Mann & Mann Pty Limited	Australia
MapInfo GmbH	Germany
MapInfo Realty LLC	New York
Meridian GIS Pty Limited	Australia
Meridian Spatial Pty Limited	Australia

O. Antonsen Kontormaskiner	Norway
PB Australia Funding Pty. Limited	Australia
PB Canada Funding Ltd.	Canada
PB Equipment Management Inc.	Delaware
PB Forms, Inc.	Nebraska
PB Historic Renovation LLC	Delaware
PB Leasing Corporation	Delaware
PB Miles Inc.	Delaware
PB Nova Scotia II ULC	Canada
PB Nova Scotia Holdings ULC	Canada
PB Nova Scotia Holdings II ULC	Canada
PB Nova Scotia LP	Delaware
PB Partnership Financing Inc.	Delaware
PB Professional Services Inc.	Delaware
PBDorm Ireland Limited	Ireland
PCAN Mailing Solutions, Inc./Solutions D'Affranchissement PCAN Inc.	Canada
Pitney Bowes (Asia Pacific) Pte. Ltd	Singapore
Pitney Bowes Asterion SAS	France
Pitney Bowes Australia FAS Pty. Limited	Australia
Pitney Bowes Australia Pty Limited	Australia
Pitney Bowes Austria Ges.m.b.H	Austria
Pitney Bowes Batsumi Enterprise (Pty) Ltd.	South Africa
Pitney Bowes Belgium NV	Belgium
Pitney Bowes of Canada Ltd. - Pitney Bowes du Canada Ltee	Canada
Pitney Bowes Canada Holdings Limited	Canada
Pitney Bowes China Inc.	Delaware
Pitney Bowes Credit Australia Limited	Australia
Pitney Bowes Cross Border Services, Inc	Delaware
Pitney Bowes Danmark A/S (formerly Haro Systemer AS)	Denmark
Pitney Bowes Data Systems, Ltd.	Delaware
Pitney Bowes de Mexico, S.A. de C.V.	Mexico
Pitney Bowes Deutschland GmbH	Germany
Pitney Bowes Document Messaging Technologies Limited (formerly Bell & Howell Limited)	England
Pitney Bowes (Dormant) Pte Ltd.	Singapore
Pitney Bowes Espana, S.A.	Spain
Pitney Bowes Finans Norge AS	Norway
Pitney Bowes Finance plc (formerly PB Leasing Ltd.)	England
Pitney Bowes Finance Ireland Limited	Ireland
Pitney Bowes France S.A.	France
Pitney Bowes Global Financial Services LLC	Delaware
Pitney Bowes Global Limited	England
Pitney Bowes Government Solutions, Inc.	Delaware
Pitney Bowes Holding SNC	France
Pitney Bowes Holdings B.V.	Netherlands
Pitney Bowes Holdings Denmark ApS	Denmark
Pitney Bowes Holdings Limited	England
Pitney Bowes Hong Kong Inc.	Delaware
Pitney Bowes Hong Kong Limited	Hong Kong
Pitney Bowes India Inc.	Delaware
Pitney Bowes India Private Limited	India
Pitney Bowes Insurance Agency, Inc.	Connecticut
Pitney Bowes International	Ireland
Pitney Bowes International Funding	Ireland
Pitney Bowes International Holdings, Inc.	Delaware
Pitney Bowes Ireland Limited	Ireland
Pitney Bowes Italia S.r.l.	Italy
Pitney Bowes International Mail Services Limited	UK
Pitney Bowes Japan KK	Japan

PITNEY BOWES INC.
SUBSIDIARIES

<u>Company name</u>	<u>Country or state of incorporation</u>
Pitney Bowes Korea Ltd.	Korea
Pitney Bowes Limited	England
Pitney Bowes Luxembourg SARL	Luxembourg
Pitney Bowes Mail and Messaging Systems (Shanghai) Co., Ltd.	Shanghai
Pitney Bowes (Malaysia) Sdn Bhd	Malaysia
Pitney Bowes Management Services Belgium, NV	Belgium
Pitney Bowes Management Services Canada, Inc.	
Services de Gestion Pitney Bowes Canada, Inc.	Canada
Pitney Bowes Management Services Denmark, A/S	Denmark
Pitney Bowes Management Services Deutschland GmbH	Germany
Pitney Bowes Management Services Italia S.r.l.	Italy
Pitney Bowes Management Services Limited	England
Pitney Bowes Management Services Netherlands, B.V.	Netherlands
Pitney Bowes Management Services Norway A.S.	Norway
Pitney Bowes Management Services Sweden AB	Sweden
Pitney Bowes Management Services, Inc.	Delaware
Pitney Bowes MapInfo Australia Pty Ltd	Australia
Pitney Bowes MapInfo Business Applications Limited (formerly Southbank Systems Limited)	England
Pitney Bowes MapInfo GDC Limited (formerly Graphical Data Capture Limited)	England
Pitney Bowes MapInfo India Private Limited	India
Pitney Bowes MapInfo Japan KK	Japan
Pitney Bowes MapInfo Limited	England
Pitney Bowes MapInfo Scotland Limited (formerly Moleseye Limited)	England
Pitney Bowes MapInfo UK Limited	England
Pitney Bowes Netherlands B.V.	Netherlands
Pitney Bowes New Zealand Limited	New Zealand
Pitney Bowes Norge AS	Norway
Pitney Bowes Nova Scotia ULC	Canada
Pitney Bowes Oy	Finland
Pitney Bowes Polska Sp. z.o.o.	Poland
Pitney Bowes Portugal Sociedade Unipessoal, Lda.	Portugal
Pitney Bowes Properties Inc.	Connecticut
Pitney Bowes SA (Pty) Ltd.	South Africa
Pitney Bowes Semco Equipamentos E Servicos Ltda	Brazil
Pitney Bowes Servicios, S.A. de C.V.	Mexico
Pitney Bowes Shelton Realty Inc.	Connecticut
Pitney Bowes (Singapore) Pte Ltd.	Singapore
Pitney Bowes Software Canada Inc.	Canada
Pitney Bowes Software Inc.	Delaware
Pitney Bowes Software Latin America Inc.	Delaware
Pitney Bowes Software SAS	France
Pitney Bowes Svenska Aktiebolag	Sweden
Pitney Bowes (Switzerland) AG	Switzerland
Pitney Bowes (Thailand) Limited	Thailand
PitneyWorks.com Inc.	Delaware
PitneyWorks.com L.L.C.	Delaware
Print, Inc.	Washington
Printing and Post Processing Company NV	Belgium
PrintValue Solutions, Inc.	Arizona
PSI Group, Inc.	Delaware
P. Technical Services Limited	England
Sagent (Malaysia) Sdn Bhd	Malaysia
Sagent UK Limited	UK
Sales and Service Training Center Inc.	Georgia
Secap (Groupe Pitney Bowes) SAS	France
Secap Technologies Limited	England
Technopli SARL	France
The Pitney Bowes Bank, Inc.	Utah

Tischer & Co., Inc.
Tischer USVI, Corp.
Universal Postal Frankers Ltd.
Wheeler Insurance, Ltd.
1136 Corporation

Puerto Rico
Virgin Islands
England
Vermont
Delaware

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statement on Form

<u>Form</u>	<u>Reference</u>
Form S-8	No. 33-5291
Form S-8	No. 33-4549
Form S-8	No. 33-22238
Form S-8	No. 33-5765
Form S-8	No. 33-41182
Form S-8	No. 333-66735
Form S-8	No. 333-05731
Form S-8	No. 333-132589
Form S-8	No. 333-132590
Form S-8	No. 333-132591
Form S-8	No. 333-132592
Form S-8	No. 333-145527
Form S-3	No. 33-5289
Form S-3	No. 33-5290
Form S-3	No. 33-18280
Form S-3	No. 33-25730
Form S-3	No. 33-21723
Form S-3	No. 33-27244
Form S-3	No. 33-33948
Form S-3	No. 333-51281
Form S-3	No. 333-72304
Form S-3	No. 33-109966
Form S-3	No. 333-120525
Form S-3	No. 333-122481
Form S-3	No. 333-151753
Form S-3	No. 333-149474

of Pitney Bowes Inc. of our report dated February 26, 2009 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

PricewaterhouseCoopers LLP

Stamford, Connecticut
February 26, 2009

**CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Murray D. Martin, certify that:

1. I have reviewed this Annual Report on Form 10-K of Pitney Bowes Inc.;
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this annual report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 26, 2009

/s/ Murray D. Martin

Murray D. Martin
Chairman, President and Chief Executive Officer

**CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Michael Monahan, certify that:

1. I have reviewed this Annual Report on Form 10-K of Pitney Bowes Inc.;
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this annual report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 26, 2009

/s/ Michael Monahan

Michael Monahan
Executive Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350**

The certification set forth below is being submitted in connection with the Annual Report of Pitney Bowes Inc. (the "Company") on Form 10-K for the year ended December 31, 2008 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), for the purpose of complying with Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code.

I, Murray D. Martin, Chairman, President and Chief Executive Officer of the Company, certify that, to the best of my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Murray D. Martin

Murray D. Martin
Chairman, President and Chief Executive Officer
February 26, 2009

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350**

The certification set forth below is being submitted in connection with the Annual Report of Pitney Bowes Inc. (the "Company") on Form 10-K for the year ended December 31, 2008 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), for the purpose of complying with Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code.

I, Michael Monahan, Executive Vice President and Chief Financial Officer of the Company, certify that, to the best of my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Michael Monahan

Michael Monahan
Executive Vice President and Chief Financial Officer
February 26, 2009