

## Sara Hogleund

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**From:** Sharon Rowe  
**Sent:** Thursday, May 20, 2010 12:04 PM  
**To:** Sara Hogleund  
**Subject:** FW: Important Announcement and Information on Divesture per Dept. of Justice

FYI – Sharon Rowe

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**From:** ES&S-PES on behalf of DVS [mailto:esspesdvs@essvote.com]  
**Sent:** Wednesday, May 19, 2010 5:16 PM  
**To:** Sharon Rowe  
**Subject:** Important Announcement and Information on Divesture per Dept. of Justice



May 19, 2010

Dear Sharon Rowe:

This letter is to advise you that Dominion Voting Systems, Inc. ("Dominion") has purchased assets relating to the Premier Voting Equipment System Products from Premier Election Solutions, Inc. and PES Holdings, Inc. (together referred to in this letter as "PES"), as outlined in the attached press release. As a result of this transaction, both PES and Dominion will now have the ability to sell, repair, and service Premier Election Solutions' suite of election system products.

Your current contract with PES was not included in the transaction. However, PES has agreed to allow your jurisdiction to elect to either (1) terminate its contract with PES and enter into a new agreement with Dominion or (2), subject to Dominion's consent, have its contract assigned directly to Dominion. If you decide to terminate your contract with PES, PES will waive any contractual term which prohibits this termination, and will not be entitled to any payment, waiver or other consideration in connection with your decision. If you decide to assign your contract to Dominion, PES will assign the contract, and will not be entitled to any payment, waiver or other compensation in connection with such assignment, subject to your jurisdiction releasing PES from all future obligations under such contract.

In the event you select Dominion as your provider of Premier Voting Equipment System Products services and parts, the only action required by you is to notify PES and Dominion of your selection by returning the attached letter to both PES and Dominion. Upon receipt of the letter, PES will automatically and without any further consideration or compensation, terminate your contract with PES or assign such contract to Dominion. In addition, PES will immediately either (a) refund any unamortized prepaid amounts for license support or services, extended hardware warranties or hardware maintenance (collectively, "Deferred Services") first accruing and paid by your jurisdiction to PES subsequent to September 2, 2009, or (b) remit to Dominion any unamortized portion of the prepaid amounts for Deferred Services first accruing and paid by your jurisdiction to PES subsequent to September 2, 2009.

If you have any questions you may contact Steve Moreland, Vice President Customer Service at Dominion Voting Systems, Inc. at (214)-930-8659 or Tom Burt, Senior Vice President, at PES (402) 593-0101.

Sincerely,



John Poulos  
Dominion Voting Systems, Inc.

Sincerely,



Tom O'Brien  
Premier Election Solutions, Inc.  
PES Holdings, Inc.

[Date]

Premier Election Solutions, Inc.  
11128 John Galt Boulevard, Suite 200  
Omaha, NE 68137  
Fax: (402) 970-1291

Dominion Voting Systems, Inc.  
215 Spadina Avenue  
Suite 200  
Toronto, Ontario Canada  
Fax: \_\_\_\_\_

This letter is to serve as written notice that \_\_\_\_\_ hereby elects Dominion Voting Systems, Inc. as its provider of Premier Voting Equipment System Products services and parts.

\_\_\_\_\_ hereby requests that (check which one applies)

\_\_\_\_\_ any contract with PES pursuant to which it provides Premier Voting Equipment System Products services and parts be terminated.

or

\_\_\_\_\_ any contract with PES pursuant to which it provides Premier Voting Equipment System Products services and parts be assigned to Dominion Voting Systems, Inc. effective immediately, and hereby release PES from all future obligations under such contract

Sincerely,

[Customer Name]