



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800) 613-2228

## MUNICIPAL FISCAL FUNDING ADDENDUM

Unified Lease Agreement # \_\_\_\_\_

CFS' Application Number: \_\_\_\_\_

CFS' Agreement Number: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

### GOVERNMENTAL ENTITY

Complete Legal Name: \_\_\_\_\_ ("Customer")

THIS MUNICIPAL FISCAL FUNDING ADDENDUM ("ADDENDUM") WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Customer warrants that it has funds available to pay Payments payable pursuant to the Unified Lease Agreement (the "Agreement") between Customer and CSA until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to the Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to the Lessor for the Equipment, Customer may, upon prior written notice to CSA and the Lessor, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to the Lessor, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to the Lessor due thereafter, provided: (1) the Equipment is returned to the Lessor as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to the Lessor under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, the Lessor shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CSA and the Lessor that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that CSA and the Lessor may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

### ACCEPTED

**Canon Solutions America, Inc.**

**Customer**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_