

HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL LEAF CAPITAL FUNDING, LLC

ORIGINAL LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
 Phone: 800-662-3759, Fax: 1-800-426-2626

LESSEE LEGAL NAME: Town of Canton		Tax ID#: 066002383	Telephone No: 8660937837
Billing Address: 4 Market St, Canton, CT 06019		Equipment Location (if other than Billing Address): 4 Market St, Canton, CT 06019	
EQUIPMENT DESCRIPTION: (Indicate quantity, new or used and include make, model, serial # and all attachments - attach separate schedule if necessary)			
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number
1	Kyocera TASKalfa 6550ci copier system		
BASE TERM IN MONTHS 60	TOTAL NUMBER OF LEASE PAYMENTS: 60 @ \$311.00 (plus taxes)	END OF LEASE PURCHASE OPTION <input checked="" type="checkbox"/> Fair Market Value, plus taxes \$1.00, plus taxes <input type="checkbox"/> 10% of Equipment Cost, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	
		(a) Advance Payment: \$0.00	
		(b) Security Deposit: \$0.00	
		(c) Documentation Fee: \$95.00	
		Total due a + b + c =: \$95.00	
**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancelable, absolute, unconditional and not subject to abatement, set-off or defense.			

TERMS AND CONDITIONS

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. **LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date we accept/book the Lease ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date ("Base Term Commencement Date"), as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month until paid in full. The Base Term Commencement Date shall be the start of the Base Term of the Lease. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the day preceding the Base Term Commencement Date ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments.

2. **DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. Upon delivery and installation of the Equipment you agree to confirm to us in writing or by telephone verification your unconditional acceptance of the Equipment for purposes of this Lease. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will keep the Equipment at the above location and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.

3. **INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. **LEASE EXPIRATION, RENEWAL:** Unless you notify us by certified mail between 90 and 180 days prior to Lease expiration or any renewal term, of your election to return or purchase the Equipment, this Lease will renew for successive 90 day periods at the same monthly Lease Payment until you provide us with the required notice and exercise the purchase option or return the Equipment. If you return the Equipment, it must be to the location we designate and you are responsible for all return costs and agree to pay us a Restocking Fee equal to one Lease Payment. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. **LATE FEES AND CHARGES:** If any amount is not paid within five (5) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each check by phone and \$35 for each returned check.

6. **NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

7. **INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the

Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with insurance, we may: (a) purchase such insurance and charge you the cost plus a fee, or (b) charge you a monthly risk fee of 0.25% of the original Equipment cost, but in either case, you shall not be relieved of any obligations under this Lease.

8. **OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. For administrative purposes, unless we otherwise direct in writing, you will list Lessee as the owner of the Equipment for property tax purposes and file and pay when due any property taxes relating to the Equipment directly to the taxing authority and provide us with evidence of compliance. If we pay any taxes, fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You authorize us to file UCC financing statements and other documents we deem necessary to confirm our interest in the Equipment. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. **DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 4%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. We may apply any security deposit to your obligations and if you do not default, the balance will be refunded without interest.

10. **ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. **ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. **CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY MISSOURI LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN MISSOURI AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**

13. **ENTIRE AGREEMENT:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. A fax of the Lease with fax signatures may be treated as an original and will be admissible as evidence.

14. **CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

ACCEPTED BY LESSEE: Town of Canton	Print Name: Robert H. Skinner	Title: CAO
X	E-Mail Address: rskinner@townofcanton.org	Date: 1-5-12

Equipment Delivery and Acceptance: Lessee hereby certifies that the Equipment: (a) has been delivered to and installed at the above location(s); and (b) has been examined by the Lessee, is in good operating condition and is accepted by Lessee for all purposes of the Lease. Lessee warrants that the Equipment Delivery Date set forth below is correct. Lessee authorizes LEAF Capital Funding, LLC to pay the Equipment purchase price to the applicable vendor(s).

Authorized Signature: _____ Equipment Delivery Date: _____

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorney's fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Randolph County, Missouri and expressly waive any right to a trial by jury.

SIGNED X _____ PRINT NAME: _____ E-Mail Address: _____

Accepted by: LEAF Capital Funding, LLC By: Title: _____ Lease Commencement Date: 1-6-12 (MOBOZ/11.12.08)



4780863-006

State and Local Government Lease Addendum

Reference: Lease No. 170622

This Addendum is made part of the Lease Agreement referenced above ("Lease") between LEAF Capital Funding, LLC ("we" "us" and "ours") and Town of Canton ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Lease. If there is any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum will control and prevail.

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of the Lease. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under the Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with the Lease for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Lease and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

ORIGINAL

I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL.

4780863-004
JAN 19 2012

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Lease, **THE LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

This Addendum supplements and amends the Lease only to the extent and in the manner set forth, and in all other respects, the Lease will remain in full force and effect.

LESSEE: Town of Canton	LEAF Capital Funding, LLC
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Print Name: <u>Robert H. Skinner</u>	Print Name: <u>Charles Mapp</u>
Title: <u>CEO</u>	Title: <u>President</u>
Date: <u>1-3-12</u>	Date: <u>1-19-12</u>

CERTIFICATION

I, Linda Smith, DO HEREBY CERTIFY that I am the Town clerk, of the Lessee identified above, which is a state or political subdivision or agency, duly organized and existing under the laws of the State of Connecticut; that I have custody of the records of Lessee; and, as of the date set forth set forth below, Robert H. Skinner is the Chief Administrative officer of Lessee and is duly authorized to execute and deliver in the name of and on behalf of Lessee, the Lease (including this Addendum) and all related documents.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of Lessee this 3rd day of January, 2012.

-SEAL-



Certifier's Signature

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LEAF CAPITAL FUNDING, LLC

LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 1-800-426-2626

LESSEE LEGAL NAME: Town of Canton		Tax ID#: 066002383	Telephone No: 8606937837
Billing Address: 4 Market St, Canton, CT 06019		Equipment Location (if other than Billing Address): 4 Market St, Canton, CT 06019	
EQUIPMENT DESCRIPTION: (Indicate quantity, new or used and include make, model, serial # and all attachments - attach separate schedule if necessary)			
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number
1	Kyocera TASKalfa 255 copier system		
BASE TERM IN MONTHS 60	TOTAL NUMBER OF LEASE PAYMENTS: 60 @ \$73.54 (plus taxes)	END OF LEASE PURCHASE OPTION Fair Market Value, plus taxes X \$1.00, plus taxes 10% of Equipment Cost, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS BASIS without warranty.)	(a) Advance Payment: \$0.00 (b) Security Deposit: \$0.00 (c) Documentation Fee: \$95.00 Total due a + b + c =: \$95.00
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2. **DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. Upon delivery and installation of the Equipment you agree to confirm to us in writing or by telephone verification your unconditional acceptance of the Equipment for purposes of this Lease. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will keep the Equipment at the above location and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.

3. **INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. **LEASE EXPIRATION, RENEWAL:** Unless you notify us by certified mail between 90 and 180 days prior to Lease expiration or any renewal term, of your election to return or purchase the Equipment, this Lease will renew for successive 90 day periods at the same monthly Lease Payment until you provide us with the required notice and exercise the purchase option or return the Equipment. If you return the Equipment, it must be to the location we designate and you are responsible for all return costs and agree to pay us a Restocking Fee equal to one Lease Payment. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS BASIS without representation or warranty.

5. **LATE FEES AND CHARGES:** If any amount is not paid within five (5) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each check by phone and \$35 for each returned check.

6. **NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. We MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

7. **INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the

Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with insurance, we may: (a) purchase such insurance and charge you the cost plus a fee, or (b) charge you a monthly risk fee of 0.25% of the original Equipment cost, but in either case, you shall not be relieved of any obligations under this Lease.

8. **OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. For administrative purposes, unless we otherwise direct in writing, you will list Lessee as the owner of the Equipment for property tax purposes and file and pay when due any property taxes relating to the Equipment directly to the taxing authority and provide us with evidence of compliance. If we pay any taxes, fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You authorize us to file UCC financing statements and other documents we deem necessary to confirm our interest in the Equipment. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. **DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of the due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 4%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. **ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. **ARTICLE 2A:** You agree this Lease is a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. **CHOICE OF LAW:** THIS LEASE WILL BE GOVERNED BY MISSOURI LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN MISSOURI AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

13. **ENTIRE AGREEMENT:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. A fax of the Lease with fax signatures may be treated as an original and will be admissible as evidence.

14. **CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

ACCEPTED BY LESSEE: Town of Canton
 x Robert H. Skinner Print Name: Robert H. Skinner Title: CAO
 E-Mail Address: rskinner.ctm@cantonet.org Date: 1-3-12

Equipment Delivery and Acceptance: Lessee hereby certifies that the Equipment: (a) has been delivered to and installed at the above location(s); and (b) has been examined by the Lessee, is in good operating condition and is accepted by Lessee for all purposes of the Lease. Lessee warrants that the Equipment Delivery Date set forth below is correct. Lessee authorizes LEAF Capital Funding, LLC to pay the Equipment purchase price to the applicable vendor(s).
 Authorized Signature: _____ Equipment Delivery Date: 1/18/12

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Randolph County, Missouri and expressly waive any right to a trial by jury.
 SIGNED X _____ PRINT NAME: _____ E-Mail Address: _____

Accepted by: LEAF Capital Funding, LLC By: [Signature] Title: FR-ADM Lease Commencement Date: 1-24-12 (MOBR211(2.08))



State and Local Government Lease Addendum

Reference: Lease No. 170620

This Addendum is made part of the Lease Agreement referenced above ("Lease") between LEAF Capital Funding, LLC ("we" "us" and "ours") and Town of Canton ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Lease. If there is any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum will control and prevail.

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of the Lease. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under the Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with the Lease for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Lease and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

4780863-010

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Lease, THE LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.

This Addendum supplements and amends the Lease only to the extent and in the manner set forth, and in all other respects, the Lease will remain in full force and effect.

LESSEE: Town of Canton	LEAF Capital Funding, LLC
By: <i>[Signature]</i>	By: <i>[Signature]</i>
Print	Print
Name: Robert H. Skianer	Name: Charles Mana
Title: CAO	Title: Funder
Date: 1-3-12	Date: 1-24-12

I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL. *[Signature]*

ORIGINAL *[Signature]*

CERTIFICATION

I, Linda Smith, DO HEREBY CERTIFY that I am the Town clerk, of the Lessee identified above, which is a state or political subdivision or agency, duly organized and existing under the laws of the State of Connecticut; that I have custody of the records of Lessee; and, as of the date set forth set forth below, Robert H. Skinner is the Chief Administrative officer of Lessee and is duly authorized to execute and deliver in the name of and on behalf of Lessee, the Lease (including this Addendum) and all related documents.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of Lessee this 3rd day of January, 2012.

-SEAL-



Certifier's Signature

HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL

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LEAF CAPITAL FUNDING, LLC

LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 1-800-426-2626

LESSEE LEGAL NAME: Town of Canton		Tax ID#: 066002383	Telephone No: 8606937837
Billing Address: 4 Market St, Canton, CT 06019		Equipment Location (if other than Billing Address): 4 Market St, Canton, CT 06019	
EQUIPMENT DESCRIPTION: (Indicate quantity, new or used and include make, model, serial # and all attachments - attach separate schedule if necessary)			
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number
1	Kyocera TASKalfa 255 copier system		
-BASE TERM IN MONTHS 60 @ \$73.54 (plus taxes)		END OF LEASE PURCHASE OPTION Fair Market Value, plus taxes: X \$1.00, plus taxes 10% of Equipment Cost, plus taxes (PMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	
		(a) Advance Payment:	\$0.00
		(b) Security Deposit:	\$0.00
		(c) Documentation Fee:	\$95.00
		Total due a + b + c =:	\$95.00

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancelable, absolute, unconditional and not subject to abatement, set-off or defense.

TERMS AND CONDITIONS

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment under the following terms and conditions:

- LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date we accept/book the Lease ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date ("Base Term Commencement Date"), as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month until paid in full. The Base Term Commencement Date shall be the start of the Base Term of the Lease. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the day preceding the Base Term Commencement Date ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments.
- DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. Upon delivery and installation of the Equipment you agree to confirm to us in writing or by telephone verification your unconditional acceptance of the Equipment for purposes of this Lease. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will keep the Equipment at the above location and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.
- INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
- LEASE EXPIRATION, RENEWAL:** Unless you notify us by certified mail between 90 and 180 days prior to Lease expiration or any renewal term, of your election to return or purchase the Equipment, this Lease will renew for successive 90 day periods at the same monthly Lease Payment until you provide us with the required notice and exercise the purchase option or return the Equipment. If you return the Equipment, it must be to the location we designate and you are responsible for all return costs and agree to pay us a Restocking Fee equal to one Lease Payment. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.
- LATE FEES AND CHARGES:** If any amount is not paid within five (5) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each check by phone and \$35 for each returned check.
- NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. We MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
- INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the

Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with insurance, we may: (a) purchase such insurance and charge you the cost plus a fee, or (b) charge you a monthly risk fee of 0.25% of the original Equipment cost, but in either case, you shall not be relieved of any obligations under this Lease.

OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. For administrative purposes, unless we otherwise direct in writing, you will list Lessee as the owner of the Equipment for property tax purposes and file and pay when due any property taxes relating to the Equipment directly to the taxing authority and provide us with evidence of compliance. If we pay any taxes, fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You authorize us to file UCC financing statements and other documents we deem necessary to confirm our interest in the Equipment. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 4%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY MISSOURI LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN MISSOURI AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

ENTIRE AGREEMENT: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. A fax of the Lease with fax signatures may be treated as an original and will be admissible as evidence.

CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

ACCEPTED BY LESSEE: Town of Canton
 Print Name: Robert H. Skinner Title: CFO
 Lease Subfield Signature: [Signature] E-Mail Address: rskinner@townofcanton.org Date: 1-31-12

Equipment Delivery and Acceptance: Lessee hereby certifies that the Equipment: (a) has been delivered to and installed at the above location(s); and (b) has been examined by the Lessee, is in good operating condition and is accepted by Lessee for all purposes of the Lease. Lessee warrants that the Equipment Delivery Date set forth below is correct. Lessee authorizes LEAF Capital Funding, LLC to pay the Equipment purchase price to the applicable vendor(s).

Authorized Signatures: _____ Equipment Delivery Date: _____
PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Randolph County, Missouri and expressly waive any right to a trial by jury.
 SIGNED X _____ PRINT NAME: _____ E-Mail Address: _____

Accepted by: LEAF Capital Funding, LLC By: _____ Title: _____ Lease Commencement Date: 1-20-12 (MO102/11.12.08)



HEREBY CERTIFY THAT THIS
IS A TRUE AND EXACT COPY
OF THE ORIGINAL *BT*

4780863-009

ORIGINAL *BT*

State and Local Government Lease Addendum

Reference: Lease No. 170658

This Addendum is made part of the Lease Agreement referenced above ("Lease") between LEAF Capital Funding, LLC ("we" "us" and "ours") and Town of Canton ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Lease. If there is any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum will control and prevail.

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of the Lease. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under the Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with the Lease for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur.

3. Authority and Authorization. You represent and agree that; (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Lease and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

HEREBY CERTIFY THAT THIS
IS A TRUE AND EXACT COPY
OF THE ORIGINAL BY

ORIGINAL BY
4780863-009

6. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Lease, THE LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.

This Addendum supplements and amends the Lease only to the extent and in the manner set forth, and in all other respects, the Lease will remain in full force and effect.

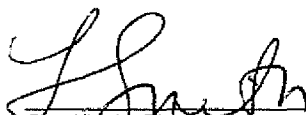
LESSEE: Town of Canton	LEAF Capital Funding, LLC
By: <i>[Signature]</i>	By: <i>[Signature]</i>
Print Name: <i>Robert H. Skinner</i>	Print Name: <i>Charles M. ...</i>
Title: <i>CAO</i>	Title: <i>Funding</i>
Date: <i>1-8-12</i>	Date: <i>1-30-12</i>

CERTIFICATION

I, Linda Smith, DO HEREBY CERTIFY that I am the Town clerk, of the Lessee identified above, which is a state or political subdivision or agency, duly organized and existing under the laws of the State of Connecticut; that I have custody of the records of Lessee; and, as of the date set forth set forth below, Robert H. Skinner is the Chief Administrative Officer of Lessee and is duly authorized to execute and deliver in the name of and on behalf of Lessee, the Lease (including this Addendum) and all related documents.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of Lessee this 3rd day of January, 2012.

-SEAL-



Certifier's Signature

HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL LEASE AGREEMENT

4780863-008

ORIGINAL

LEAF CAPITAL FUNDING, LLC

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 1-800-426-2626

LESSOR LEGAL NAME: Town of Canton		Tax ID: 066002383	Telephone No: 8606937837
Billing Address: 4 Market St, Canton, CT 06019		Equipment Location (if other than Billing Address): 4 Market St, Canton, CT 06019	
EQUIPMENT DESCRIPTION: (Indicate quantity, new or used and include make, model, serial # and all attachments - attach separate schedule if necessary)			
Unit Quantity: 1	Description of Equipment Leased: Kyocera TASKalfa 255 copier system	Make and Type:	Model Number: AK681V6S19C0
Serial Number:	Serial Number		
BASE TERM IN MONTHS: 60	TOTAL NUMBER OF LEASE PAYMENTS: 60 @ \$73.64 (plus taxes)	END OF LEASE PURCHASE OPTION <input type="checkbox"/> Fair Market Value, plus taxes <input checked="" type="checkbox"/> 10% of Equipment Cost, plus taxes <small>(FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)</small>	
		(a) Advance Payment:	\$0.00
		(b) Security Deposit:	\$0.00
		(c) Documentation Fee:	\$95.00
		Total due a + b + c =:	\$95.00
**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancelable, absolute, unconditional and not subject to abatement, set-off or defense.			

TERMS AND CONDITIONS

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. **LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date we accept/book the Lease ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the months following the Lease Commencement Date ("Base Term Commencement Date"), as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month until paid in full. The Base Term Commencement Date shall be the start of the Base Term of the Lease. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the day preceding the Base Term Commencement Date ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments.

2. **DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. Upon delivery and installation of the Equipment you agree to confirm to us in writing or by telephone verification your unconditional acceptance of the Equipment for purposes of this Lease. You authorize us to bill in the Lease Commencement Date, serial numbers and other information. You will keep the Equipment at the above location and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.

3. **INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. **LEASE EXPIRATION, RENEWAL:** Unless you notify us by certified mail between 90 and 180 days prior to Lease expiration or any renewal term, of your election to return or purchase the Equipment, this Lease will renew for successive 90 day periods at the same monthly Lease Payment until you provide us with the required notice and exercise the purchase option or return the Equipment. If you return the Equipment, it must be to the location we designate and you are responsible for all return costs and agree to pay us a Restocking Fee equal to one Lease Payment. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. **LATE FEES AND CHARGES:** If any amount is not paid within five (5) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each check by phone and \$35 for each returned check.

6. **NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

7. **INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the

Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with insurance, we may: (a) purchase such insurance and charge you the cost plus a fee, or (b) charge you a monthly risk fee of 0.25% of the original Equipment cost, but in either case, you shall not be relieved of any obligations under this Lease.

8. **OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. For administrative purposes, unless we otherwise direct in writing, you will not be the owner of the Equipment for property tax purposes and file and pay when due any property taxes relating to the Equipment directly to the taxing authority and provide us with evidence of compliance. If we pay any taxes, fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You authorize us to file UCC financing statements and other documents we deem necessary to confirm our interest in the Equipment. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. **DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 4%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. **ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. **ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. **CHOICE OF LAW:** THIS LEASE WILL BE GOVERNED BY MISSOURI LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN MISSOURI AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

13. **ENTIRE AGREEMENT:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. A fax of the Lease with fax signatures may be treated as an original and will be admissible as evidence.

14. **CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

ACCEPTED BY LESSEE: Town of Canton	Print Name: <u>Robert H. Skinner</u>	Title: <u>CFO</u>
<u>Robert H. Skinner</u>	E-Mail Address: <u>r.skinner@townofcantonct.com</u>	Date: <u>1-3-12</u>
Equipment Delivery and Acceptance: Lessee hereby certifies that the Equipment: (a) has been delivered to and installed at the above location(s); and (b) has been examined by the Lessee, is in good operating condition and is accepted by Lessee for all purposes of the Lease. Lessee warrants that the Equipment Delivery Date set forth below is correct. Lessee authorizes LEAF Capital Funding, LLC to pay the Equipment purchase price to the applicable vendor(s).		
Authorized Signature:	Equipment Delivery Date:	
PERSONAL GUARANTEE: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification. If the Lessee is in default and consents to any extensions or modifications granted to Lessee, Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Randolph County, Missouri and expressly waive any right to a trial by jury.		
SIGNED X	PRINT NAME:	E-Mail Address:

Accepted by: LEAF Capital Funding, LLC By: [Signature] Title: FAK Lease Commencement Date: 1-20-12 (M/F 02/11, 12, 08)



I HEREBY CERTIFY THAT THIS
IS A TRUE AND EXACT COPY
OF THE ORIGINAL *AA*

4780863-008
ORIGINAL
AA

State and Local Government Lease Addendum

Reference: Lease No. 170656

This Addendum is made part of the Lease Agreement referenced above ("Lease") between LEAF Capital Funding, LLC ("we" "us" and "ours") and Town of Canton ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Lease. If there is any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum will control and prevail.

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of the Lease. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under the Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with the Lease for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Lease and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

ORIGINAL

4780863-008

6. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

6. Indemnification. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. Choice of Law. Regardless of any conflicting provision in the Lease, THE LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.

This Addendum supplements and amends the Lease only to the extent and in the manner set forth, and in all other respects, the Lease will remain in full force and effect.

LESSEE: Town of Canton	LEAF Capital Funding, LLC
By: <i>[Signature]</i>	By: <i>[Signature]</i>
Print	Print
Name: Robert H. Skinner	Name: Charles Mays
Title: CAO	Title: Funding
Date: 1-3-12	Date: 1-20-12


I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL

CERTIFICATION

I, Linda Smith, DO HEREBY CERTIFY that I am the Town clerk, of the Lessee identified above, which is a state or political subdivision or agency, duly organized and existing under the laws of the State of Connecticut; that I have custody of the records of Lessee; and, as of the date set forth set forth below, Robert H. Skinner is the Chief Administrative officer of Lessee and is duly authorized to execute and deliver in the name of and on behalf of Lessee, the Lease (including this Addendum) and all related documents.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of Lessee this 3rd day of January, 2012.

-SEAL-



Certifier's Signature

HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL LEASE AGREEMENT

ORIGINAL
4780863-007

LEAF CAPITAL FUNDING, LLC

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 1-800-426-2626

LESSEE LEGAL NAME: Town of Canton		Tax ID#: 066002383		Telephone No: 8606937837	
Billing Address: 4 Market St, Canton, CT 06019			Equipment Location (if other than Billing Address): 4 Market St, Canton, CT 06019		
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments - attach separate schedule if necessary)					
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number	Serial Number	
1	Kyocera TASKalfa 255 copier system			M681V099109	
LEASE TERM IN MONTHS 60	TOTAL NUMBER OF LEASE PAYMENTS: 60 @ \$64.86 (plus taxes)	END OF LEASE PURCHASE OPTION <input checked="" type="checkbox"/> Fair Market Value, plus taxes \$1.00, plus taxes <input type="checkbox"/> 10% of Equipment Cost, plus taxes		(a) Advance Payment:	\$0.00
		(FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS, without warranty.)		(b) Security Deposit:	\$0.00
				(c) Documentation Fee:	\$95.00
				Total due a + b + c =	\$95.00

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancelable, absolute, unconditional and not subject to abatement, set-off or defense.

TERMS AND CONDITIONS

In this agreement ("lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. **LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date we accept/book the Lease ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date ("Base Term Commencement Date"), as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month until paid in full. The Base Term Commencement Date shall be the start of the Base Term of the Lease. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the day preceding the Base Term Commencement Date ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments.

2. **DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. Upon delivery and installation of the Equipment you agree to confirm to us in writing or by telephone verification your unconditional acceptance of the Equipment for purposes of this Lease. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will keep the Equipment at the above location and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.

3. **INDemnIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. **LEASE EXPIRATION, RENEWAL:** Unless you notify us by certified mail between 90 and 180 days prior to Lease expiration or any renewal term, of your election to return or purchase the Equipment, this Lease will renew for successive 90 day periods at the same monthly Lease Payment until you provide us with the required notice and exercise the purchase option or return the Equipment. If you return the Equipment, it must be to the location we designate and you are responsible for all return costs and agree to pay us a Restocking Fee equal to one Lease Payment. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. **LATE FEES AND CHARGES:** If any amount is not paid within five (5) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1 1/2% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each check by phone and \$35 for each returned check.

6. **NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

7. **INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the

Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us less payee and additional insured. If you do not provide us with insurance, we may: (a) purchase such insurance and charge you the cost plus a fee, or (b) charge you a monthly risk fee of 0.25% of the original Equipment cost, but in either case, you shall not be relieved of any obligations under this Lease.

8. **OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. For administrative purposes, unless we otherwise direct in writing, you will list Lessee as the owner of the Equipment for property tax purposes and file and pay when due any property taxes relating to the Equipment directly to the taxing authority and provide us with evidence of compliance. If we pay any taxes, fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You authorize us to file UCC financing statements and other documents we deem necessary to confirm our interest in the Equipment. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. **DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 4%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. **ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. **ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. **CHOICE OF LAW:** THIS LEASE WILL BE GOVERNED BY MISSOURI LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN MISSOURI AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

13. **ENTIRE AGREEMENT:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. A fax of the Lease with fax signatures may be treated as an original and will be admissible as evidence.

14. **CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

ACCEPTED BY LESSEE: Town of Canton	Print Name: Robert H. Skinner	Title: CAO
X	E-Mail Address: rskinner@townofcanton.org	Date: 1-3-12
Equipment Delivery and Acceptance: Lessee hereby certifies that the Equipment: (a) has been delivered to and installed at the above location(s); and (b) has been examined by the Lessee, is in good operating condition and is accepted by Lessee for all purposes of the Lease. Lessee warrants that the Equipment Delivery Date set forth below is correct. Lessee authorizes LEAF Capital Funding, LLC to pay the Equipment purchase price to the applicable vendor(s).		
Authorized Signature:	Equipment Delivery Date:	
PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and indemnification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Randolph County, Missouri and expressly waive any right to a trial by jury.		
SIGNED X	PRINT NAME:	E-Mail Address:

Accepted by: LEAF Capital Funding, LLC By: Title: Funding Lease Commencement Date: 1-20-12 (MOB02/11.12.08)

HEREBY CERTIFY THAT THIS
IS A TRUE AND EXACT COPY
OF THE ORIGINAL *PA*



State and Local Government Lease Addendum

4780863-007
ORIGINAL *PA*

Reference: Lease No. 170621

This Addendum is made part of the Lease Agreement referenced above ("Lease") between LEAF Capital Funding, LLC ("we" "us" and "ours") and Town of Canton ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Lease. If there is any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum will control and prevail.

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of the Lease. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under the Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with the Lease for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Lease and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an assent use letter in a form satisfactory to us as to clause (b) above.

ORIGINAL BY
4780863-007

5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

6. Indemnification. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. Choice of Law. Regardless of any conflicting provision in the Lease, THE LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.

This Addendum supplements and amends the Lease only to the extent and in the manner set forth, and in all other respects, the Lease will remain in full force and effect.

LESSEE: Town of Canton	LEAF Capital Funding, LLC
By: <u>Robert H. Skianer</u>	By: <u>[Signature]</u>
Print	Print
Name: <u>Robert H. Skianer</u>	Name: <u>Charles Moore</u>
Title: <u>CFO</u>	Title: <u>Funding</u>
Date: <u>1-3-12</u>	Date: <u>1-20-12</u>

I HEREBY CERTIFY THAT THIS
IS A TRUE AND EXACT COPY
OF THE ORIGINAL BY

CERTIFICATION

I, Linda Smith, DO HEREBY CERTIFY that I am the Town clerk, of the Lessee identified above, which is a state or political subdivision or agency, duly organized and existing under the laws of the State of Connecticut; that I have custody of the records of Lessee; and, as of the date set forth set forth below, Robert H. Skinner is the Chief Administrative Officer of Lessee and is duly authorized to execute and deliver in the name of and on behalf of Lessee, the Lease (including this Addendum) and all related documents.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of Lessee this 3rd day of January, 2012.

-SEAL-



Certifier's Signature

LEAF FUNDING, INC.

LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: **TOWN OF CANTON dba: CANTON POLICE DEPARTMENT** *OTH* Tax ID#: _____ Telephone No: **860-693-5808** ~~XXXXXX~~ *Donna*
Billing Address: **4 MARKET ST, CANTON, CT 06019** Equipment Location (if other than Billing Address): **4 MARKET ST, CANTON, CT 06019 45 River Road, Canton** *OTH*

EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments -- attach separate schedule if necessary)				
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number	Serial Number
1	SHARP AR-M257 Copier System			85044930
BASE TERM IN MONTHS	TOTAL NUMBER OF LEASE PAYMENTS	END OF LEASE PURCHASE OPTION		
	62 2 @ \$100.00 (plus taxes) followed by 60 @ \$86.20 (plus taxes)	<input checked="" type="checkbox"/> Fair Market Value, plus taxes <input type="checkbox"/> 10% of Equipment Cost, plus taxes <input type="checkbox"/> \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)		
		(a) Advance Payment:	\$0.00	
		(b) Security Deposit:	\$0.00	
		(c) Documentation Fee:	\$75.00	
		Total due a+b+c=	\$75.00	

****If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.**

TERMS AND CONDITIONS

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Funding, Inc. as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date we accept/book the Lease ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date ("Base Term Commencement Date"), as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month until paid in full. The Base Term Commencement Date shall be the start of the Base Term of the Lease. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the day preceding the Base Term Commencement Date ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments.

2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. Upon delivery and installation of the Equipment you agree to confirm to us in writing or by telephone verification your unconditional acceptance of the Equipment for purposes of this Lease. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will keep the Equipment at the above location and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.

3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. LEASE EXPIRATION, RENEWAL: Unless you notify us by certified mail between 90 and 180 days prior to Lease expiration or any renewal term, of your election to return or purchase the Equipment, this Lease will renew for successive 90 day periods at the same monthly Lease Payment until you provide us with the required notice and exercise the purchase option or return the Equipment. If you return the Equipment, it must be to the location we designate and you are responsible for all return costs and agree to pay us a Restocking Fee equal to one Lease Payment. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. LATE FEES AND CHARGES: If any amount is not paid within five (5) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each check by phone and \$35 for each returned check.

6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the

Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with insurance, we may: (a) purchase such insurance and charge you the cost plus a fee, or (b) charge you a monthly risk fee of 0.25% of the original Equipment cost, but in either case, you shall not be relieved of any obligations under this Lease.

8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. For administrative purposes, unless we otherwise direct in writing, you will list Lessee as the owner of the Equipment for property tax purposes and file and pay when due any property taxes relating to the Equipment directly to the taxing authority and provide us with evidence of compliance. If we pay any taxes, fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You authorize us to file UCC financing statements and other documents we deem necessary to confirm our interest in the Equipment. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 4%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY MISSOURI LAW. YOU CONSENT TO JURISDICTION THE IN STATE OR FEDERAL COURTS IN MISSOURI AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

13. ENTIRE AGREEMENT: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. A fax of the Lease with fax signatures may be treated as an original and will be admissible as evidence.

14. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

ACCEPTED BY LESSEE: TOWN OF CANTON Print Name: Robert Skinner Title: CAO
X [Signature] Lessee Authorized Signature E-Mail Address: _____ Date: 5-27-09

Equipment Delivery and Acceptance: Lessee hereby certifies that the Equipment: (a) has been delivered to and installed at the above location(s); and (b) has been examined by the Lessee, is in good operating condition and is accepted by Lessee for all purposes of the Lease. Lessee warrants that the Equipment Delivery Date set forth below is correct. Lessee authorizes LEAF Funding, Inc. to pay the Equipment purchase price to the applicable vendor(s).

Authorized Signature: X Donna T. Hammond Equipment Delivery Date: X 6-5-09

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Delaware and expressly waive any right to a trial by jury.

SIGNED X _____ PRINT NAME: _____ E-Mail Address: _____

Qty	Model	Description	Location/Notes
1	Sharp AR-M257	Sharp AR-M257 Digital Duplex Multifunction Copier	
1	Sharp AR-M257	Deluxe High Copier Cabinet with door	

Package includes

Automatic document feeder, auto 2 sided, sorting, reduction and enlargement, Large touch screen, and more

Payment Options

Leasing Option

60 Month Term No Security Deposit \$86.19 Per Month

Additional Information

"Total Satisfaction Guarantee" Service Agreement

- All parts, labor maintenance and supplies are included
- All black/white copies charged at \$.01 per image.
- Guaranteed 4 hour response time in the metro area, and guaranteed Next Day service for out of town customers.
- Paper and Staples are not included.



State and Local Government Lease Addendum

Reference: Lease No. 93445

This Addendum is made part of the Lease Agreement referenced above ("**Lease**") between LEAF Funding, Inc. ("we" "us" and "ours") and TOWN OF CANTON dba: CANTON POLICE DEPARTMENT ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Lease. If there is any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum will control and prevail.

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of the Lease. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under the Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with the Lease for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Lease and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Lease, **THE LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

This Addendum supplements and amends the Lease only to the extent and in the manner set forth, and in all other respects, the Lease will remain in full force and effect.

LESSEE: TOWN OF CANTON dba: CANTON POLICE LEAF Funding, Inc.	
DEPARTMENT	
By: <i>[Signature]</i>	By: <i>[Signature]</i>
Print	Print
Name: Robert H. Skinner	Name: Angela F. Settle
Title: CAO	Title: Funding Supervisor
Date: 6/9/09	Date: 6/9/09

ORIGINAL

I HEREBY CERTIFY THAT THIS
IS A TRUE AND EXACT COPY
OF THE ORIGINAL

[Signature]

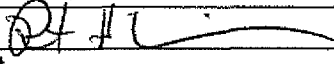
7100
[Signature]

5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

6. Indemnification. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. Choice of Law. Regardless of any conflicting provision in the Lease, **THE LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

This Addendum supplements and amends the Lease only to the extent and in the manner set forth, and in all other respects, the Lease will remain in full force and effect.

LESSEE: TOWN OF CANTON dba: CANTON POLICE DEPARTMENT		LEAF Funding, Inc.	
By: 	By: _____	Print	Print
Name: Robert H. Skinner	Name: _____	Title: CAO	Title: _____
Date: 6/9/09	Date: _____		