## HEREBY CERTIFY THAT THIS ORIGINAL IS A TRUE AND EXACT COPY

4780863-006

OE7	州社动机	E PUNDING, LL	C LEASE AC	FREEMENT	1	1720A Crete Street, M Phone: 800-662-3759, Pa	oberty, MO 6527
Town of	Canton				Tex 804: 066002383	Telephone No: 8606937837	2.1 (40 - 424-202
Billing Addre	ss: st St, Cauton, :	P1090 TO		Equipment Location (if of 4 Market St, Can	ton CT 06019		
			or used and include make, model, so			e if necessary)	<del></del>
Unit Quart	itγ	Description of Eq.	apment Leastd	Make and Typ			ierial Number
BASE	TOTAL N	Kyocera TASKalfa 65 UMBER OF LEASE		ASE PURCHASE OPT	TON	1 <u>-</u>	
TERM		YMENTS: 60	X Fair Market Value, plus texes	\$1.00, at		(a) Advance Payment:	00.02
MONTES	eo @ 231170	Q (plus taxes)	(FMV unless another option is selec-	ent Cost, plus taxes ted. You may not exerc	ise a purchase option if you	(b) Security Deposit (c) Documentation Fee:	\$0.00
60	]	;	are in default. If you exercise a pur and unterest in such Equipment to yo	rchase option we will o	onvey all of our right, title	Total due a + b + c =:	\$95,00 \$95,00
**If more	than one lease o	ayment is required as an	Advance Payment, the balance will	be applied to lease p	avments in inverse order.	starting with the last lea	se payment. Vone
obligation	to pay all amor	ints and perform all other	r obligations is non-cancellable, a	bsolute, nucondinon	eds of tosidue tou beals	tement, set-off or defea	14.
Leasor and "following term of following term of Commencem month follow forth in our in the Base Term from the Lea Date ("Imerit Payments up Lease Payments up to us in writing purposes of intermets and frequipment or a purposes of the purpose	you" and "you" may and condition asyment's Any fine Lease shall the Lease of the Lea	refer to the Lesses. You ago  Description of the Lesses is enfer  To ormatence on the date first Lease Payment shall be commencement Date ("Base remaining Lesse Payment of the Base Term Com the may charge you a portion and Date until the day prece therion Rent shall be due as could costs are different that the confidence of the costs are the component in good to the control of the costs are the costs are different for successive the termination or any renewal Lease will renew for success the termination or any renewal Lease will renew for success the the cost and return the costs are the cost and return the costs are the cost of the costs of the cost returned check. The manufacture the cost that the costs are the cost of the cost of the cost returned check. The manufacture the cost that the costs are the cost of th	s to LEAP Capital Funding, LLC as the to lease the Equipment upon the proceedic on you upon your execution, we accept/book the Lease ("Lease to due on the date we specify in the Term Commencement Date"), as act will be due on the same day of each mencement Date has been experiented for the period ding the Base Term Commencement invoiced. We may adjust the Lease in the estimate used to calculate the You are responsible for Equipment for the Equipment you agree to confirm and acceptance of the Equipment for Lease Commencement Date, serial ment at the above location and are epair. We are not responsible for and and hold us hamiless from and addeduling attractys foes and expenses in, condition, use, lease, possession, faify us by certified mail between 90 term, of your election to return or responsible for the green of your election to return or responsible for the same fred notice and exercise the purchase ment, it must be to the location we deagree to pay us a Restocking Fee ion we will convey all of our interest into ut representation, or parannty, and within fue (1) days of when due, 10% of the amount past due or the in 30 days of when due shall accrue are) until paid, You agree to pay \$25 inpinent and you have selected the S OR IMPLIED WARRANTIES, FINESS FOR A PURPOSE AND PRINCIPENTAL DAMAGES. risk of loss or damage to the Print Nar E-Mail Address of the Lease Lease Capture of the supplicable vendor(s).  Equipment and consents to any extent of the supplicable vendor(s).  Equipment and consents to any extent of the supplicable vendor(s).  Equipment and consents to any extent of the supplicable vendor(s).  Equipment and consents to any extent of the supplicable vendor(s).  Equipment and consents to any extent of the supplicable vendor(s).  Equipment and consents to any extent of the supplicable vendor(s).	the Equipment accept the Equipment accept provide us with instruction of the Equipment accept provide us with instruction of the Equipment accept the Equipment and pay when due, and provide as with behalf, you will pay the UCC financing states the Equipment. You specified, the greater afte inspection, or you agree to experiment of the Equipment or (if default, you agree to exply any security derefunded without interestinated an original and will be 11. CREDIT INFORMATION OF LANGUAGE OF	ing the Risk Period you witable to us, naming us los anche, we may: (*) purchase are anche, we may: (*) purchase are anche, we may: (*) purchase as an monthly risk fee of 0.25 relieved of any obligations YD TAXES: We own the 1st little anche. For administrative and the same and the same and the same and the same and the paid plus ments and other documents agree to pay us the documents and other documents agree to pay us the documents and other documents agree to pay us the doctor of either \$125 or 0.5% of it request administrative server or any guaranter do not pay turns of this Lease, any goar id. If you default, we may intelly pay all amounts ther arise Rent and residual ward rate of 4%; (b) return a louse any and all remedies pay the cost of repossessing pays the cost of repossessing pays the to any claim or defected the defected to any claim or defected the admissible as evidence.  MATION: You authorize also of the other credit inquires the control of the cost of the pays and all the section of the cost of the pays and all the section of the cost of the pays and all the section of the cost of the pays and all the section of the cost of the pays and all the section of the cost of the pays and all the section of the cost of the pays and all the section of the cost of the pays and all the section of the cost of the pays and all the section of the cost of the pays and all the section of the cost of the pays and all the pays and all the pays and all the pays an	il maintain property and ils spayee and additional ins spayee and additional ins spayee and additional ins spayee and additional ins such insurance and charge wo of the original Equipment (who fixed original Equipment (excluding lices as relating to the purchase, two purposes, unleas we Equipment for property to the Equipment of property to the Equipment of the Equipment cost. If we re madministrative fee. You we deem necessary to core we deem necessary to core with the experiment cost. If we re prices, you agree to reimbure us any amount within ten nanty or any license relating the equipment, as the of the Equipment of the Equipment and the new own as and our attorney's fees and if you do not default, or assign the Equipment in the Equipment or nights under the Supply Contra serior to Supply Contra topy of the Suppl	ability insurance of and it you do not be you the cost plus at cost, but in either seed software). You use, lessing and/o otherwise direct in the taxing suchoring a penalties on your aerhorize us to fiftim our interest in shove or if not suppressed in the Equipment seed our costs.  (10) days of its day go the Equipment seed our costs.  (10) days of its day go the Equipment seed our costs.  (10) days of its day go the Equipment seed our costs.  (10) days of its day go the Equipment seed our costs.  (10) days of its day go the Equipment in the of the remaining determined by us for impossessible of the continuition of the of the remaining determined by us for the costs. We may the balance will be or Lease. We may be will have all our and the amended a may be treated as may be treated as may be treated as set to obtain credit authorizes LEAF
Accepted by: LEAF Capit	: al Funding, LLA		1)tic:	Lease C	olomencement Date:		MOB <i>01</i> /11.12.08)
			<u>-</u>	HARLANN.	. /	1-6-12	; ;

4780863-000

### 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 <u>Town of Canton</u> ("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

- 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.** <u>Indemnification.</u> With respect to any claims, actions, or sults 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: R + N C	By: ar
Print Name: Robert H. Skinner	Print Name: Closes Mark
Title: CAO	Title: Fur Live
Date: / -3-/2-	Date: /- 1 9-12

7-1-08

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Connec	ticut	_; that I ha	ve custod	dy of the	e records	of Lesse	e; and, a	s of the	date	set forth	ıset
forth below	. Robert	H. 5	K".nne	<u>≥∕</u> is	the <u>C</u>	rict f	Hemi vi	stra	fice	office	of
Lessee and	I is duly authori:	zed to exec	cute and	deliver	in the na	me of ar	nd on bel	half of L	.essee	, the Le	ase
(including th	nis Addendum) a	ind all relate	ed docum	nents.							
	WITNESS WHE		ve hereto	set my	/ hand and	d affixed	the seal	of Less	ee this	3vel	day
of Jane	<u>cry</u> , 200	12.			, .	-7					
-SEA	L-			-	S	<u> </u>	Sh	·			
				(	Certifier's	Signature	<b>!</b>				

### HEREBY CERTIFY THAT THE SATRUEANDEXACTCOPY THE ORIGINAL / \$7 4780863-010 LEASE AGREEMENT

\$0.00

\$95,00

LEAF CAPITAL FUNDING, LLC

Billing Address:

BASE

TERM

IN

MONTHS

60

60 @\$73.54

1720A Crate Street, Moberly, MO 65270 Phone: 800-662-3759, Fax: 1-800-426-2626 LESSEE LEGAL NAME Tax 10# Town of Canton 066002383 8606937837 liquipment Location (if other than Billing Address): 4 Market St, Canton, CT 06019 4 Market St, Canton, CT 06019 BQUIPMENT DESCRIPTION: (indicate quantity, new of used and include make, model, sonal # and all attachments - Attach separate schedule if necessary)
Unit Quantity Description of Equipment Lessed Meta and Type Model Nonber Serial Years Kyocera TASKnifa 255 copier system M6HTYOSTQ TOTAL NUMBER OF LEASE END OF LEASE PURCHASE OPTION (a) Advance Payment 00.02 Fair Market Value, plus texes X \$1.00, plus taxes

10% of Equipment Cost, plus taxes PAYMENTS: 60

(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, little and interest in such Equipment to you on an AS-18 WHERE IS without transmit.) Total thie 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, storting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-canceltable, absolute, unconditional and not subject to abatement, sel-off or defease TERMS AND CONDITIONS

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Punding, LLC as Equipment from its order until it is returned in the required condition or parchased by you Lessor and "you" and "your" refer to the Lessee. You agree to lesso the Equipment upon the ("Rick Period"). During the Risk Period you will malintain property and liability insurance on following terms and conditions:

(sius iaxes)

I. LEASE PAYMENTS AND TERM: The Loase is enforceable on you upon your execution. The term of the Lease shall commence on the date we accept/book the Lease ("Lonso fee, or (b) charge you a monthly risk fee of 0.25% of the original Equipment cost, but in either Commencement Date"). The first Lense Payment shaft be due on the date we specify in the case, you shall not be relieved of any obligations under this Lease. mouth following the Lease Commencement Date ("Base Term Commencement Date"), as set 8, OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). You forth in our invoice, and the remaining Losso Phymeats will be due on the same day of each subsequent month until paid in full. The Base Term Commencement Date shall be the slott of ownership of the Equipment. For administrative purposes, unless we otherwise direct in the Base Term of the Lease. We may charge you a portion of one Lease Payment for the period writing, you will list Leasee as the owner of the Equipment for property tax numbers and file from the Lease Commencement Date until the day preceding the Base Term Commencement and pay when due may properly toxes relating to the Equipment directly to the taxing authority Date ("Interim Rent"). The Interim Rent shall be due as involved. We may adjust the Lease and provide us with evidence of compliance. If we pay may toxes, fore or possibles on your Payments up to 15% if the actual costs are different than the estimate used to calculate the

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 specified, the greater of either \$125 or 0.5% of the Equipment cost. If we regain an Equipment to us in writing or by telephone verification your unconditional acceptance of the Equipment for purposes of this Lesso. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will keep the Equipment of the above location and are date, or breach any terms of this Lease, any guaranty or any items or the Equipment, responsible for maintaining the Equipment in good repair. We are not responsible for Banipinent or vendor failures.

3. INDEMNIFICATION: You agree to indomnify, defend and hold us hamiless from and against any losses, danuges, ponelties, claims and suits, including attempts' fees and expenses discounted at an annual rate of 4%; (b) return all of the Equipment; (c) allow us to repostess reinted to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

and 180 days prior to Losse expiration or any renewal term, of your election to return or refunded without interest. 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 sell or assign our rights in the Lease and/or Equipment and the new owner will have all our option or return the Equipment. If you return the Equipment, it must be to the location we rights but will not be subject to any claim or defense you have against us. designate and you are responsible for all return costs and agree to pay as a Restocking Fee 11. ARTICLE 2A: You agree this Loxe is a "fluence lease" as defined in Article 2A of the egnal to one Lease Payment. If you exercise a purcliese opition we will convey all of our interest. Uniform Commercial Code. You have received a copy of the Supply Contract of Seen informed in such Equipment to you on an AS-18 WHERB IS basis without representation or partently.

S. LATE PEES AND CHARGES: If any amount is not poid within 1870 (9) allys of when disc.

you agree to pay us a late charge equal to the leaser of 10% of the amount past due or the 12. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY MISSOURI LAW, maximum legal amount. Amounts which are not paid within 30 days of when the shall accuse interest at 1.5% per month for it loss, the maximum legal rate) until paid. You agree to pay \$25 MISSOURI AND WALVE ANY RIGIT TO A TRIAL BY JURY. fus each check by phone and \$35 for each returned check.

6. NO WARRANTY: We do not manufacture the Equipment and you have selected the only in writing signed by both parties. A fax of the Lease with fax signatures may be treated as Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, an original and will be admissible as evidence. INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND 14. CREDIT INFORMATION: You multiorize us or any of our affiliates to oblain credit

the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with incommer, we may, (a) purchase such insurance and charge you the cost plus a

(b) Security Deposit:

(o) Documentation Fee:

will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing anchor beingli, you will pay us the amount we pak! plus an administrative fee. You suthering 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 site impection, or you request administrative services, you agree to reimburse our costs.

9. DEFAULT: If you or any gueranter do not pay us any amount within ten (10) days of its due you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all anazonts then the, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as defennined by us, the Enginment: or (d) the any and all remedies available to us under sunfleable law II you default, you agree to ony the cost of recossession and our attorney's fees and costs. We may 4. LEASE EXPERATION, RENEWAL: Unless you notify us by conflict mail between 90 apply any security deposits to your obligations and if you do not default, the balance will be

12. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may

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.

YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN

13, RATIRE AGREEMENT: This Lease is the parties' online agreement and can be amended

are not responsible for consequential or incidenta	AL DAMAGES. Increase reports, and make other executive inquiries that we deem necessary.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss of	or damage to the
ACCEPTED BY LESSEB: Town of Canton	Print Name: Robert H. SKANES Tille, C.40
x Barel I Com	E-Mail Address: [skinner & trum of cantonet Date: 1-3-12
Long Authorized Signature	1057
in good operating condition and is accepted by Lossee for all purposes of	uipment: (a) has been delivered to and installed at the above location(s); and (b) has been examined by the Lessee, is The Lease, Lussee warrants that the Boulpment Delivery Date set forth below is consect. Lessee authorizes LRAP
Capital Funding, LLC to pay the Equipment purchase price to the appl	(Ecable venifor(s).
Anthorized Signature:	Equipment Delivery Date:
PERSONAL GUARANTY: Undersigned guarantees that Lessee with in guaranty of payment and not of collection, and that we can proceed dire suretyship defenses and notification if the Lessee is in default and attentions attentions, fees) we incur in enforcing our rights against undersigned a Undersigned authorizes as and our affiliates to obtain credit bureau report	nake all payments and perform all other obligations under the Lease when doe. Obcassingled agrees out only a a ectly organist undersigned without first proceeding against Leasee or the Equipment. Undersigned also walves all insents to any extensions or modifications granted to Leasee. Undersigned will pay us all expenses (feelbading) or Leasee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several, was and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal
courts in Randolph County, Missouri and expressly weive any right to a Ir SIGNED X PRINT	NAMB: E-Mail Arktross:
- Control of the Cont	

Accorded by: Lease Commencement Date (MOBI2/11,12,08) LEAP Capital Funding, LLC By:



### 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.

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- 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. <u>Authority and Authorization.</u> 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. <u>Insurance.</u> 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. <u>Indemnification.</u> 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: RAKC	By: 9 ~
Print PI L 4 St.	Print Name: Charles Mara
	Name: Charles 1019/00
Title: CAO	Title:
Date: /-3-/2-	Date: /~2472

HEREBY CERTIFY THAT THE ISATRUE AND EXACT COPY ISATRUE ORIGINAL BY ORIGINAL

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subdivision	or agency,	duly or	ganized	and	existing	under t	he law	s of	the	State	<u>of</u>
Connec	tient.	_; that I ha	ve custod	ly of th	e records	of Lessee;	and, as	of the	date s	set forth	set
forth below	Robert	H, 5	K.'nne	<u>√</u> is	the <u>Ch</u>	ict Ad	Mi ViZ	tout.	· CAC	office	of
Lessee and	is duly authori	zed to exec	cute and	deliver	in the nar	ne of and	on beha	alf of L	essee	, the Le	ase
(including th	is Addendum) a	and all relate	ed docum	ents.							
IN V	VITNESS WHE	REOF, I ha	ve hereto	set my	/ hand and	I affixed th	e seal o	f Lesse	e this	<u>3vd</u>	day
of Jane	<u>ary</u> , 200	<u>12</u> ,									
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## HEREBY CERTIFY INAL THE IS A TRUE AND EXACT COPY IS A TRUE AND EXACT COPY LEASE AGREEMENT 1720A Cree 1720A Cree 1720A Cree

LEAF CAPITAL FUNDING, LLC Phone: 800-662-3759, Fax: 1-800-426-2626

1720A Crete Street, Moberly, MO 65278

	LESSEELE	CAL NAME:		<del></del>			P	bone: 800-662-37	50, Fax	; <u>1-800-426-2626</u>		
	Town of					Tex IDF:	0.00	Telephone No:				
	Billing Adde				72.	066002		8606937837				
			on, CT 06019		Equipment Location (if other then Billing Address): 4 Market St. Canton, CT 06019							
				4 12 1 1	F WHILKELD I, COM	on, CIO	DOID	····				
	Usil Quest	Sty (	Description of Be	ny or used and include make, medal, s								
	- STATE OF THE PARTY OF THE PAR	<del>''''</del> }			Make had Type	·	Model Number Serial Number					
	<del></del>	1 1000	Kyocera TASKulfa			·	<u> </u>		<b>JUS</b>	LOPOY		
_ `	-BASE TERM	101/	ll number of Lhase Payments: 60	Fair Market Value, plus taxes	ASE PURCHASE OPT			(a) Advance Poynt	ent:	20,00		
	IN				: X \$1.00, pla cust Cost, plaz texes	12 (9xc2		(b) Security Depot	sit:	\$0,00		
-	MONTHS	60 @ \$7	<u>'), 54</u> (plus texes)	(PMV unless another option is sele-	cled. You may not exercis	sa a uurchas	e option if van	(c) Documentation		······································		
	<i>6</i> Q			are in definit. If you exercise a pu	co lliw ew noikle saudou	invey all of	our right, title			\$95.60		
		<u> </u>		and interest in such Equipment to y	ou on an AS-IS WITERLE	IS without	warrenty.)	Total due a + b + c	, <del>=</del> ]	\$95,00		
	**If more t	fian one lea	se payment is required as an	Advance Payment, the balance will	l be applied to lease pa	yments in	inverse order, s	tarting with the in	st lease	payment, Yestr		
	Labergation	to buy an a	mounts and perform all other	er obligations is non-cancellable, s	bsolute, uncombilions	l and not s	ubject to abat	craent, set-off or t	lefeuse.			
		- 40	TERMS AND CONDIT									
	In this agree:	noal ("Leas:	e"), "we," "our," mik! "us" refe	rs to LEAF Capital Funding, LLC a	s Equipment from its a	rder until i	t is returned in	the required condi	ion or p	punchased by you		
	Lessor and ";	yuu" ami "yo	mar refer to the Lessee, You a	gree to lease the Equipment upon the								
	fullowing terr				the Equipment secupit	able to us,	naming us loss	payee and addition	at insur	ed. If you do not		
-	I. LEASE PA	LYMENTS .	AND TERM: The Lease is onf	hiceable on you upon your execution	. provide us with insura	nce, we ind	y: (a) parchase s	uch insurance and d	stange y	ा स्वांत् १२८५ भी हु		
	The term of	gie l.ease	shall commence on the date	we accept/book the Lease ("Lease	e lice, or (b) charge your	n mouthly r	isk fee of 0.25%	of the original Equ	apment.	cost, but in either		
-	Commencem	cat Date"), 7	The first Lease Payment shall t	he due on the date we specify in the	e case, you shall not be a	elisyed of a	u zrolizniklo va	oder this Lease.				
1	nouth fallow	ing fire Lonz	e Commencement Date ("Base	Tenn Commencement Date"), as se	8, OWNERSHIP AN	d taxes:	We own the E	pripricat (excluding	a license	ed software). You		
	forth in our ir	nvoice, and t	the remaining Lease Payments	will be due on the same day of each	will pay, when due, all	l taxes, fiin	s and penalties	retailing to the pure	diase, as	te, leasing ant/or		
3	subsequent in:	onth until pa	in tall. The Base Term Com	mencement Date shall be the start of	ownership of the Equ	sipment. Po	vitestalnicuba sc	e purposes, viiless	are of	terryise direct in		
1	ine Rase Term	of the Lease	c. We may charge you a postion	of one Lease Payment for the period	writing, you will list L	essee as the	a numer of the I	dord toy tasmidings	riy lax	purposes and file		
1	from the Lens	с Соппинс	ement Date until the day prece	ting the Base Term Commencement	and pay when due any	property in	xes teleting to ti	z Equipment direc	ily to the	Inxing collority		
i	Into ("Interin	Rent"). Th	e interim Rem shall be doe os	involced. We may adjust the Lease	and provide as with e	ridence of	comptiance. If v	we pay any texes, i	ces or i	penaltios on your		
1	Payments up	to 15% it it	e schist costs are different the	in the estimate used to calculate the	behalf, you will pay us	the amoun	t we paid plus a	n edininistrative fec	You at	uthorizo us to Ilie		
	_eate Paymen		•		UCC financing stateme	भएक छात्रा वा	ier domine;ils w	re deem necessary i	io confis	our interest in		
. 2	L DELIVER	A' YCCELL	ANCE, USE AND REPAIR:	You are responsible for Equipment	the Equipment. You n	illuce to bai	y us the decus	nentation fee speci	fied alx	ove or if not so		
4	lelivery and it	nstallation, U	from delivery and installation of	the Equipment you agree to confinu	specified, the greater of	cither \$12:	5 or 0.5% of the	Equipment cost. If	we requi	ite an Equipment		
				onal acceptance of the Equipment for								
				Lease Commencement Date, sorial								
				nnent at the above location and are								
13	osponsible fo	r maintainic	ng the Equipment in good r	epair. We are not responsible for	you will be in default	. If you do	fault, we may	require you to do	any cor	mbination of the		
	quipawnt of t				Following: (a) immedia							
				and and hold us hamiless from and								
					discounted at an annual rate of 4%; (b) return all of the Equipment; (c) allow us to repossess							
-	sinted to the c	ndering, ann	nufacture, instribition, ownersh	ip, condition, use, lease, possession,	the Equipment; or (d) use any and all remodies available to us under applicable law. If you							
đ	clivery or retu	un of Equipa	ikini.		default, you agree to pay the cost of repossession and our attorney's fees and costs. We may							
4.	. Leask bx	PIRATION	, RENEWAL: Unless you not	ify us by certified mail between 90	apply any security depo	ssile to you	r obligations mu	d if you do not def	mil, the	: holance will be		
នារ	nd 180 days	prior to Lea	ise expiration or any renewal	tenn, of your election to return or								
P	archase the E	Aquipment, t	his Lease will renow for succ	essive 90 day periods at the same	e 10. ASSIGNMENT: You have no eight to sell or easign the Equipment or Lease. We may							
111	ionthly Lease	Payment unt	ll you povide us with the requi	ired notice and exercise the patchase.	e sell or assign our rights in the Lease and/or Equipment and the new owner will have all our							
øj	ption or reluc	a the Equip	neist if you return the Equips	nent, it must be to the location we	rights but will not be subject to any ciaim or defense you have against us.							
de	signate and y	уон вте гезр	onsible for all teturn costs and	lagice to pay us a Restocking Fee								
					Uniform Commercial Code. You have received a copy of the Supply Contract or been informed							
				thout representation or lyamanty	of the identity of the St							
				id within five (57 theys of when the						•		
				10% of the amount past due or the					BY MI	SSOURE LAW,		
					YOU CONSUNT TO							
111	erest at 1.5%	per month (	or if less, the maximum legal a	ne) until paid. You agree to pay \$25	MISSOURI AND WAT	ye any r	RCHT TO A T.	RIAL BY JURY.				
			\$35 for each rehuned check.		13. ENTIRE AGREEM				ont and	can be amended		
				priest and you have selected the	only in writing signed by	y both parti	es. A fax of the	Lease with fax sign	atures m	say be treated as		
Ea	udpinent and	the supplies	. WE MAKE NO EXPRESS	OR IMPLIED WARRANTIES,	an odginal and will be o	a oldizalnıb	e evidence,					
IN	CLUDING 1	THOSE OF	MERCHANTABILITY OR F	TIMESS FOR A PURPOSE AND	14. CREDIT INFORM	' :NOTTAL	You authorize 11	s or any of our al	Milates	to obtain credit		
				R INCIDENTAL DAMAGES.	bureau reports, and make	e other ered	it inquiries that	we deem necessary.		-		
			-	risk of loss or damage to the			-					
			Town of Canton	क्षेत्र शिव	C. Rubert H.	SEL	nn-w	Tille	>			
L		10 11	/ <b>/</b>			4	artenet-	Dole: / - Br	~ /~	<b>-</b>		
١×	-145	feld Signature	_{	B-Mall Addres	155. MAY & I	aren of C	· pro	Nie: 1 - 623	_1£			
1	minuent De	licery and A	secutance Leages hazely cost	ities that the Equipment: (a) has been	delivered to and installed	at the above	ve location(s); a:	nd (b) has been exa	mined b	y the Leasen, is		
lin	acod operati	ng condition	and is accepted by Lossee for	all purposes of the Lease. Lassee wa	grants that the Equipmen	t Delivery	Date set forth b	clow is correct. Lo	stee Aul	horizes LEAP		
C	npital Paudh	ng LLC to p	my the Equipment purchase p	rice to the applicable vendor(s).	• •	•				1.		
1	·	-	•		Delivery Date:	Annual Section (1975)						
177	PROPERT	CHADANT	Ye Undersigned guarantees tha	Leases will make all payments and	i perform all other colig	ations und	er the Lense wh	en duc. Undersign	ed viro	cs that this is a		
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13	tomeys fees	) we inclir i	n enforcing out fights agains	t undersigned or Lessee. If more that bureau reports and make inquiries	nus uno person signa ni c reperding podernioned	s nersonal	r, caun agress ( oredit. You com	sent to iurisdiction	in the S	Into ne Federal		
U	nnersigned at	ungenes us : Ini Came	and cur attitutes to obtain cree Missouri and expressly waive	an oarzan reports and make adjusted anv right to a trial hy inco.	series and enderstighter	n I-monweii	IVW V//II	and the grain new works.	•			
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## HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY

4780863-009 ORIGINAL

### 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. <u>Funding Intent.</u> 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 pleage 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 TRUE AND EXACT COPY

ORIGINAL 24 4780863-009

- 6. Insurance. You agree to provide and maintain al 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. <u>Indemnification</u>. 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 relimburse 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 LE	AF Capital Funding, LLC
By: The H L By	· A
By: Kn 4 - H L By Print Name: Rabgit H. Stinne Na	(
/I	le: Fur diri
	ite: 1-20-12

1,	Linda.	$\leq_{m,+h}$	DO	HEREB'	CERT	IFY th	nat I	am	the		
Town	clerk	, o	f the Les	see identifi	ed above,	which is	a state	or poli	tical		
subdivision	or agency,	duly organiz	ed and	existing	under the	laws	of the	State	of		
Connec	ticut	_; that I have cu	ustody of th	ne records o	of Lessee; a	ınd, as of	the date	set forth	set		
forth below	Robert	H. Skir	<u>Mer</u> is	the <u>Ch</u>	ct Ada	tzinii	rative	office	of		
Lessee and	is duly authoriz	zed to execute	and delive	r in the nan	ne of and o	n behalf	of Lessee	, the Le	ase		
(including th	(including this Addendum) and all related documents.										
IN V	VITNESS WHE	REOF, I have he	ereto set m	y hand and	affixed the	seal of L	essee this	3vol	day		
of Jana	<u>ery</u> , 20\$	12.									
-SEAI	<u>_</u> -		(	10	) A	_					

# HEREBY CERTIFY THAT THIS \$\frac{1780863-008}{0RI}\$ IS A TRUE AND EXACT COPY LC | CHASE AGREEMENT | 1720A Crete S

EQUIPMENT DESCRIPTION: (Indicate quantity, new or used and include make, model, serial # and nli attachments - etiacly separate schedule if necessary)

Unit Quantity 

| Description of Equipment Leases | Make and Type | Model Number |

LEAR CAPITAL FUNDING, LLC

Town of Canton

4 Market St, Canton, CT 06019

Billing Address.

Tex IDA: 066002383

Equipment Location (if other than Billing Address):
4 Market St, Canton, CT 06019

1720A Crete Street, Moberly, MO 68270 Phone: 800-662-3789, Fax: 1-800-426-2626 Telephone Ho: 8606937837

	<ul> <li>Unit Quarzi</li> </ul>	ly *	Description of Eq.	ripment teased	Make and Type Model Number Stalet Manber						
	Li		Kyocera TASKalfa	255 copier system	1	AKARIVOS 147					
	BASE		TOTAL NUMBER OF LEASE		ASE PURCHASE OPTION						
	TERM		Payments: <u>60</u>	Fair Market Value, plus taxes			e Peyment: \$0.00				
	MONTHS	60	@ \$73.54 (plus taxes)	10% of Bquipm	sai Cost, plus tares	(b) Security	y Deposit: \$0,00				
	1 . 1	-		(FMV imless another option is select	dec. You may not exercise a purches	couling if you (c) Docume	entation Pec: \$95.00				
	900			ne at detaut. It you exercise a pip ned interest in such Renferrent to w	rchase option we will convoy all of ou on an AS-IS WHERE IS without	our dight, title					
	**If more if	tan o	ne lease payment is required as an A	desira Parment the balance will	the complete to the control of the control of	worranty.) Total due a	+ b + o =: \$95.00				
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	In this agreen	nest (	("Louse"), "we," "our," and "us" refer		. Hautenent from its order until it	t is consumed in the commission	dendition or numbered by				
4	Lesson and "v	OUP E	and "your" wier to the Lessee. You ag	feet in lease the Faulument mon the	"Big Devices During the State	ns referece in the required	conceion or purchased by you				
	fellowing tent	u and	d conditions:	ers to the or the Edulation about the	the Reniement perentable to use	renon you min mannan ord	openy and manuty insurance en				
			ENTS AND TERM: The Lease is ento	recable on you man your expension	the Equipment acceptable to us,						
	The lem of	the I	Lease shall commence on the date	the manufilms for Less ("Less	provide us with insurance, we may	y: (n) puromase such instirant	te and charge you the cost plus a				
	Compareene	of Fir	nte"). The first Lense Payment shall b	a gara and the date in consider to the	sector was shall not be selected of a	isk too of 0.25% of the origi	nai indulbasent cost, ont to cutter				
	month followi	ne dh	o Lease Commencement Date ("Base"	Term Commencement Dare's as see	Cise, you sing hor ne reserved of the	ny obligations theier this Le	asc.				
	fieth in our in	naira ng m	and the remaining I ease Decounts	will be the on the same that of such	6 OWNERSHIP AND JAKES:	we own me redulings: (e)	(clubing needsed software). You				
	TOTAL ISLANDS IN	enterior.	e, and the remaining Lease Payments v	The bettie on the Shire day of each	wiis pay, when due, hit taxes, tine	s and penalties relating to t	ne pincinse, use, tessing and/or				
	the Been Tone	AF Ils	unil paid in full. The Base Tean Come e Lesse. We may charge you a portion	of the Lance Postment for the code of	ownersult in the trigillation, the	or commissionive purposes,	usuess we officiwise direct in				
•	from the Lease	(17 (1) (10 <sup>(2</sup> )	noncommute Onto their the day names	fine the Bute Term Court because	AHHRE Ann Am 197 Forse ve 336	owner or me equipment to	or property tax purposes and mis				
	Data Charachy	Dani	innersoment Date until the day proceed	ing he has rem commencement	and pay when the any property ta	see teleting to the rednibuter	a uncount to the taxang authority				
	Daverenta un t	A 150	M If the eather each now different the	minimizers we may requist up toxic	and provide us with evidence of compliance. If we pay any inxes, fees or penalties on your						
	Larra December	(3 )  -	AN II HIS ACTORS COSIS THE CHITCHES HIS	t the estimate esea to edictuale tha	behalf, you will pay us the canount we paid plus an administrative fee, You mahorize us to file						
	Lense Payarent		TORREST THE AND MODITO	Vous and assume adula for many	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						
	4-116/14 Y 1585	i, /il nia31-	near transfer ups Atti KutAtik;	And ore responsible for Equipment	us Equipment. You agree to po	y us the documentation for	s specified above or if that sa				
	ucityciy and in	ZESIS	tion, Upon delivery and installation of	me redminisca Aori ultice to continu	specified, the greater of oither \$125	or v.5% of the lequipment	iost, ii we require an Equipment				
,	genitry di en o.	or n	y telephone verification your uncondition	ing acceptance of the redulation for	and inspection, or you request admi	inistrative services, you nere	a to refinburse our costs.				
١	burboses of lit	12 Fc	ase. You outhorize us to fill in the	Lease Commencement Date, serial	9. DEFAULT: If you or any gunmi	lior do not pay us any amou	nt within ten (10) days of its due				
	numbers sint o	iner:	information. You will keep the Equip	ment of the above incomion and are	date, or breach any femile of this L	erze' sul Austaulà ot aul le	cense relating to the Equipment,				
			intalming the Equipment in good re	hair. Me are not responsible for							
	Equipment or v				following: (a) immediately pay all						
			TION: You agree to indomnity, defer								
			amages, pusablica, claims and shits, inc								
			ng, manuficker, installation, ownershi	p, condition, use, lease, possession,							
	iclivery or retu			<b></b>	default, you agree to pay the cost						
			TION, RENEYYAL: Unless you not			r obligations and if you do	not default, the balance will be				
			to Lease expitation or any research t								
			nent, this Lenso will renew for succe								
	-	-	ent until you provide us with the requi-	The second secon							
			Equipment, If you return the Equipm								
d	esignate and y	OH H	re responsible for all return costs and	ugice to pay us a Restocking Fee	14. ARTICLE 2A: You agree this	Lease is a "limme lease".	as defined in Article 2A of the				
¢	qual to one Lea	ise Pr	nyment. Il you exercise a parchase optic	en we will convey all of our Interest	Uniform Commercial Code, You ha	ve received a copy of the Su	pply Controct or been informed				
			you on an AS-IS WIERE IS basis will		of the identity of the Supplier and		the Supply Contract and may				
5	. LATE FRES	ANU	) CHARGES: If any monuted is not pai	d willian <del>dive (5</del> ) da <del>ys o</del> f when due,	contact the Supplier for a description	n of those rights,					
y	ou agree to pa	y us	a litto charge equal to the losger of 1	0% of the amount past due or the	12. CHOICE OF LAW: THIS L	ease will be gover	ined by Missouri Law.				
11	aximum legal	аны	ml. Amounts which are not paid within	a 30 days of when due shall accrue	YOU CONSENT TO JURISDICTION IN THE STATE OR PEDERAL COURTS IN						
Îι	derest at 1.5%	her o	nouth (or if less, the maximum legal ra	te) until paid. You agree to pay \$25	MISSOURI AND WAIVE ANY RIGHT TO A TRIAL BY JURY.						
			one and \$35 for each returned check.		13. ENTIRE AGREEMENT: This						
б.	NO WARR	ANT	Y: We do not manufacture the Equip				ax signatures may be treated as				
P.	quipment and	the s	supplier WE MAKE NO EXPRESS	OR IMPLIED WARRANTIES,	an original and trify beatfairsiste as	evidence.					
11	ACPADING J	uos	be of Merchantability or p	TNESS FOR A PURPOSE AND	14. CREDIT INFORMATION: 1	You authorize us or any of	out affiliates to obtain credit				
А	RE NOT RES	PON	SIBLE FOR CONSEQUENTIAL O	R INCIDENTAL DAMAGES.	bureau reperts, and make other credi	it inquirles that we down not	estary.				
			RISK OF LOSS: You bear all a	tek of loss or damage to the	Otal at the						
			SSES: Town of Conten	Print Name	Kobert H. St.	nner Title:	HO				
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ľ	İnpisat Pandiu	g, 1.1	AC to pay the Equipment perclasse p	rice to the applicable vendor(s).			1				
A	inthorized Sig	unka	re:	Equipment .	Delivery Date:						
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HEREBY CERTIFY THAT THE
IS A TRUE AND EXACT COPY
THE ORIGINAL A



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### 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. <u>Funding Intent</u>, 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 ilmitations 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. <u>Authority and Authorization</u>. 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 compiled with all biddling 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.

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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. <u>Indemnification.</u> With respect to any claims, actions, or sults 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: Pf 1	By:
Print	Print Name: Charles Mante
	Name: Lharles Illana
Title: CHO	Title: Funding
Date: /-3-/2	Date: 1-20-12-

HEREBY CERTIFY THAT THIS IS ATRUE AND EXACT COPY

I,	Linda	Smith_	, DO	HEREBY	CERTIFY	that	ı	am	the
Town	clerk	, of	the Less	ee identified	above, which	is a	state o	or polit	ical
subdivision	or agency,	duly organized	d and	existing und	der the lav	vs of	the	State	of
Connec	ficul	_; that I have cus	tody of the	e records of L	essee; and, as	s of the	date se	et forth	set
forth below	Robert	H. Skin	<u>ne∕</u> is	the Chic	- Adminis	trat	řee (	<u>){{ice</u>	of
Lessee and	is duly authoria	zed to execute ar	nd deliver	in the name	of and on beh	alf of Le	essee,	the Lea	ase
(including th	is Addendum) a	and all related doc	uments.						

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of Lessee this  $\frac{3^{vcl}}{10^{o}}$  day of  $\frac{3^{vcl}}{10^{o}}$  20012.

-SEAL-

Certifier's Signature

### HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY ODICINAL /2

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LEAF CAPITAL FUNDING, LL	-	GREEMENT	'n	7 / 8 ( 1720A Crete St hone: 800-662-3	reet, Mober	ły. MO 6527
LESSEB LEGAL NAME: Town of Canton		Tax ID. 0660	#; 002383	Telephone No: 8606937837		800-420-202
Billing Address: 4 Market St, Canton, CT 06019		Equipment Localism (if other than I 4 Market St, Canton, C	T 06019			
EQUIPMENT DESCRIPTION: (indicate quantity, see	or used and include make, model, se	ratto – stnerndaelia ila bon il fair	h separato schedulo	If necessary)		
		Make and Type	Model	Number	Տակլ)	Number
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BASE YOTAL NUMBER OF LEASE TERM PAYMENTS: 50	END OF LE, X_ Fair Market Value, plus taxes	ASE PURCHASE OPTION 51.00, plus taxes		(a) Advance Pay	ment: \$	0.00
MONTHS 60 @ 164.86 (plus faxes)	(FMV unless another option is selected. You may not exercise a purchase option if you feet December 1998 to 1998.					3.00
imottimi a	(FMV inless another option is selective in default. If you exercise a pur	ied. You may not exercise a pun cliasa aptina wa will convey si	cliase option if you	(c) Documentatio	n Fee: \$	95,00
	and interest in such Equipment to yo	u on an AS-IS WHERE IS with	out wairanly.)	Total due a + b +	c=: \$	95.00

\*If more than one lense payment is required as an Advance Poyment, the balance will be applied to lesse payments in inverse order, storting with the last lease payment. Your

obligation to pay all amounts and perform all other obligations is non-caucaliable, absolute, unconditional and not subject to abatement, set-off or defense

TERMS AND CONDITIONS in this agreement ("Lease"), "we," "ont," and "na" refers to LEAF Capital Funding, LLC us Equipment from its order until it is returned in the required condition or purchased by you Lesser and "you" and "you" refer to the Lessee. You name to lease the Equipment upon the ("Risk Period"). During the Risk Period you will maintain properly and liability insurance on following terms and conditions:

I. 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 Lense Commencement Date ("Base Tenn Commencement Onle"), 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 Torm of the Lease. We may charge you a pertion of one Lease Payment for the period from the Lease Commencement Date until the day preceding the Base Term Commencement and pay when due any property taxes relating to the Equipment directly to the taxing authority Date ("Interim Rent"). The Interim Rent shall be this its invoiced. We may infast the Lease and provide us with evidence of congillance. If we pay may taxes, fees or penalties on your Payments up to 15% if the achief costs are different than the estimate used to calculate the Lease Phymenis.

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 shove location and are date, or breach any terms of this Lease, any guaranty or any liceuse relating to the Equipment. responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor fieldses.

ogainst any losses, damages, penalties, claims and suits, including attenues of text seed expenses discounted at an annual rate of 4%; (b) return all of the Equipment; (c) allow us to repossess related to the ordering, manufacture, installation, ownership, condition, use, lesse, possession, the Equipment; or (d) use any and all remedies available to us under applicable law, if you delivery or return of Baulament.

4. LEASE EXPIDATION, RENEWAL: Unless you untify us by certified shall between 90 apply any scountry separate to your abiligations and if you do not default, the balance will be and 180 days prior to Louss expiration or any renewal term, of your election to return or purchase the Equipment, this Lease will renow for successive 90 day periods of the same 10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may monthly Lease Payment until you provide us with the connect notice and exercise the guedase, sell or assign our rights in the Least and/or Equipment and the new owner will have all our option or return the Equipment. If you ratten the Equipment, it must be to the location we rights but will not be subject to my claim or defense you have against us. designate and you are responsible for all return costs and agree to pay us a Restocking Foe 11, ARTICLE 2A: You agree this Lease is a "linunce lease" as defined in Article 2A of the equal to one Lusse Payment. If you exercise a purchase option we will convey all of overinderest. Uniform Commercial Code, You have received a copy of the Supply Contract or been informed

you agree to pay us a lete charge equal to the lesser of 10% of the miscount past due or the 12. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY MISSOURI LAW. maximum logal amount. Amounts which are not paid within 30 days of when due shall account YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN toterest at 15% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 MISSOURI AND WAIVE ANY RIGHT TO A TRIAL BY JURY. 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 only to writing signed by both parties. A far of the Lease with tex signatures may be treated as Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, an original and will be admissible as evidence. INCLIBING THOSE OF MERCHANTABILITY OR PITNESS FOR A PURPOSE AND 14. CREDIT INFORMATION: You audionize us or any of our affiliates to obtain credit ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the

the Equipment acceptable to us, unming us less payee and additional insured. If you do not provide us with insurance, we may: (a) purchase such insurance and charge you lie cost plus a See, or (b) charge you a monthly risk fee of 0.25% of the original Equipment tost, but in either case, you shall not be relieved of any obligations under this Least.

8. OWNBRSTHP AND TAXES: We own the Equipment (excluding licensed software). You will pay, when due, nil 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 behalf, you will pay us the amount we paid plus an administrative fee. You authorize us to file UCC linearing 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 requite an Equipment sile inspection, or you request administrative services, you agree to reinburse our costs.

9. DEFAULT: If you or any guaranter do not pay us any amount within ten (10) days of its due 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 3. INDIGMNIPACATION: You agree to indomnify, defend and hold us harmless from and Leave Poyments, interim Real and residual value of the Equipment, as determined by us, default, you agree to pay the cost of repossession and our atterney's fees and costs. We may refunded without interest.

in such Equipment to you on an AS-IS WHIRE IS less without representation or wanted you. Of the identity of the Supplier and you may have it is. LATE FEES AND CHARGES: If any amount is not paid within two (3) days of when due, contact the Supplier for a description of those rights. of the identity of the Supplier and you may have rights under the Supply Control and may

13, ENTIRE AGREEMENT: This Lease is the parties' entire agreement and can be amended

bureau reports, and make office credit inquiries that we docur recessury.

Really Address; Sk. ner a true of carifact. Date: 1-3-12  Lesse Andered Sprains  Equipment Delivery and Acceptance: Lessee hereby certifies that the Equipment (a) has been delivered to and installed at the above localion(s); and (b) has been examined by the Lessee, is in good operating condition and is occepted by Lessee for all purposes of the Lesse. Lessee warrants that the Equipment Delivery Date set forth below is correct. Lessee anthorizes LRAF Capital Purpling, LLC to pay the Equipment purchase price to the applicable vendor(t).  Authorized Signature:  Equipment Delivery Date:  PERSONAL, GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations undor the Lesse 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 surceyship defenses and untification if the Lessee is in default and consents to any extensions or multifections granted to Lessee. Undersigned will pay us all expenses (including automorys' fees) we income in entercing 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 utilistics to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Randolule County. Misseyeri and exweetly waive any right to a trial by jury.	(ACCEPTED BY LESSER Town of Carton	Pant Name: Propert 17. Object 17.
Equipment Delivery and Acceptance: Lessee hereby certifies that the Equipment (a) has been delivered to and installed at the above localion(s), and (h) has been examined by the Lessee, in good operating condition and is accepted by Lessee for all purposes of the Lesse. Lessee warrants that the Equipment Delivery Date set forth below is correct. Lessee authorizes LRAF Capital Runding, LLC to pay the Equipment purchase price to the applicable yearsor(t).  Authorized Signature:  Equipment Delivery Date:  Equipment Delivery Date:  PERSONAL, GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lessee 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 curveyship defenses and undificultantiff the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including numerys) fees) we incur in enforcing our nights against andersigned 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 utilities to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Randolula County. Misseyer and carries that the process of the Equipment Delivery Date at the State or Federal courts in Randolula County. Misseyer and carries that the process of the Equipment Delivery Date at the second of the Equipment Delivery Date.  In the Equipment Delivery Date of the Equipment Delivery Date of the Equipment Delivery Date.  Equipment Delivery Date of the Equipment Delivery Date of the Equipment Delivery Date.  Equipment Delivery Date of the Equipment Delivery Date of the Equipment Delivery Date of the Equipment Delivery Date.  Equipment Delivery Date of the Equipment	x-Roll L	B-Mail Address: ESK; oner a trun of contract Date: 1-3-12
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SIGNED X PRINT NAME: E-Mail Address:	SIGNED X PRINT NA	AME: L-Mail Address:
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Accepted by:	A	KTN9	[ \ ~ 1 2	
LEAF Capital Fourling LLC By: Title:	Tur	Desse Commencement Date:	1-1-1	(MOB02/11.12.08)
LEAN Could Reading LLC By:	1	Treats Commencement Dute:		(1010-000-000-000-000-000-000-000-000-00

### HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY THE ORIGINAL PARTY.



State and Local Government Lease Addendum ORIGINAL

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. <u>Funding Intent.</u> 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. <u>Authority and Authorization.</u> 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 compiled 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 fimited 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.

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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; Jown of Canton	LEAF Capital Funding, LLC
BY: RA HL.	By: 9
Print 21 11 etc	Print Charts Mark
Name: Robot H. Skinner	Name: Cha 175 11191/2
Title: <u>C 14 o</u>	Title: Funding
Dale: /-3 -/2-	Date: 1-20-12

HEREBY CERTIFY THAT THE IS A TRUE AND EXACT COPY

	I,	Linda S	≤ <sub>Mi</sub>	<u>+</u> h_	DO	HEREBY	CERTIFY	that	ł	am	the
Tol	un	clerk	A-111.1-1	, of the	e Lesse	ee identified	above, whi	ich is a	state	or poli	itical
subdi	vision	or agency,	duly	organized	and	existing un	der the I	aws of	``the	State	of
<u>Co</u>	mec	Ficult	_; that I	have custoo	dy of the	e records of l	_essee; and,	as of the	date s	set forth	set
forth	below,	Robert	H :	skinne	<u>∠∕</u> is	the Chic	f Admin	istrat	· cle	office	-∕of
Lesse	ee and	is duly authoriz	ed to e	xecute and	deliver	in the name	of and on b	ehalf of Lo	essee,	, the Le	ase
(inclu	ding thi	s Addendum) a	nd all re	lated docum	ents.						
	N NI	ITNESS WHEF	REOF, I	have hereto	set my	hand and af	fixed the sea	al of Lesse	e this	<u>3vel</u>	day

Page 3 of 3

7-1-08

of January 20012

-SEAL-

LEAF 1	FUNDING, INC.	LEASE A	GREEME	NT		1720	A Crete Stree 800-662-33	et, Mobe	erly, MO 65270 : 800-426-2626
TOWN OF C		CE DEPARTMENT	HTO	Tax ID#:	4	Telephone No: 860-693-58			Donna 0221
Billing Address: 4 MARKET	ST, CANTON, CT 06019		Equipment Locat 4-MARKE	tion (if other tha	n Billing Address			<u> </u>	Canton
EQUIPMENT I Unit Quantity	DESCRIPTION: (indicate quantity, new or use Description of Equipment Leased		serial # and all á and Type	ttachments – a		schedule if nece I Number	ssary)	Serial Nu	umber DT.
1	SHARP AR-M257 Copier System						850	44	930
BASE TERM IN MONTHS	TOTAL NUMBER OF LEASE PAYMENTS		ASE PURCHA	SE OPTION		(a) Advance			\$0.00
	62	X Fair Market Value, 10% of Equipment		:s		(b) Security	Deposit:		\$0.00
<u>62</u>	2 @ <u>\$00.00</u> (plus taxes) followed by	\$1.00, plus taxes (FMV unless another opt	tion is selected.	You may n	ot exercise a	(с) Досител	tation Fee:		\$75.00
	<u>60</u> @ <u>\$86,20</u> (plus taxes)	purchase option if you are we will convey all of our r				Total due a+b	-c-		\$75.00
##If more than	one loses severest is required or on Advan-	you on an AS-IS WHERE	IS without warra	mty,)			- maish ah . Is .	4 1	
	one lease payment is required as an Advanc ay all amounts and perform all other obligi								ayment. Your
In this soreemen	TERMS AND CONDITIONS of ("Lease"), "we," "our," and "us" refers	to LEAE Funding Inc. a	s Fauinment	from its orde	er until it ic n	eturned in the	required con	dition o	r purchased by
	and "your" refer to the Lessee. You agree to								r purcuased by ly and liability
~	ns and conditions: MENTS AND TERM: The Lease is enfo	rceshle on you man you							and additional such insurance
execution. The te	rm of the Lease shall commence on the date	we accept/book the Leas	e and charge	-					of 0.25% of the
	scement Date"). The first Lease Payment sh month following the Lease Commence:				, but in either	case, you shal	l not be relie	ved of a	my obligations
Commencement l	Date"), as set forth in our invoice, and the	remaining Lease Payment	s 8. OWNER	RSHIP AND					nsed software).
	e same day of each subsequent month until p Date shall be the start of the Base Term of								purchase, use, ses, unless we
you a portion of c	one Lease Payment for the period from the L	ease Commencement Date	e otherwise d	lirect in writ	ing, you will	list Lessee a	s the owner	of the	Equipment for
Interim Rent shall	xeding the Base Term Commencement D I be due as invoiced. We may adjust the Le	ase Payments up to 15% i							
	e different than the estimate used to calculate		If we pay any taxes, fees or penalties on your behalf, you will pay us the amount we paid						
	ACCEPTANCE, USE AND REPAIR: ry and installation. Upon delivery and inst								
	firm to us in writing or by telephone verif Equipment for purposes of this Lease. You		I pay us the documentation fee specified above or if not so specified, the greater of either						
	ment Date, serial numbers and other inform					ree to reimbur		suc msi	ection, or you
• •	above location and are responsible for mai re not responsible for Equipment or vendor f			-			-		en (10) days of relating to the
. INDEMNIFIC	ATION: You agree to indemnify, defend a	and hold us harmless from	1 Equipment,	you will be	in default	If you default	, we may n	equire y	ou to do any
~	osses, damages, penalties, claims and suits sted to the ordering, manufacture, installat	, _ ,							lus the present value of the
ise, lease, possess	ion, delivery or return of Equipment.	•	Equipment,	as determine	d by us, disco	ounted at an an	nual rate of 4	%; (b) n	eturn all of the
	RATION, RENEWAL: Unless you notify un rior to Lease expiration or any renewal term				-				d all remedies by the cost of
or purchase the E	quipment, this Lease will renew for succes	sive 90 day periods at the	e repossession	and our atte	orney's fees a	ind costs. We	may appiy aı	ny secur	ity deposits to
	se Payment until you provide us with the re on or return the Equipment, If you return the			The services and		ult, the balance tht to sell or a:			hout interest. for Lease. We
he location we de	signate and you are responsible for all return equal to one Lease Payment. If you exercise	n costs and agree to pay us	may sell or	assign our rig	thts in the Lea	ise and/or Equi	pment and th	e new o	wner will have
~ .	interest in such Equipment to you on an	<u> </u>				any claim or de ase is a "financ			ist us. i Article 2A of
vithout representat	tion or warranty. AND CHARGES: If any amount is not pa	id within five (5) days of	the Uniform						ly Contract or der the Supply
vhen due, you agre	ee to pay us a late charge equal to the lesser	of 10% of the amount past	Contract and	l may contact	the Supplier	for a description	on of those rig	thts.	
	im legal amount. Amounts which are not painterest at 1.5% per month (or if less, the i	•				ASE WILL B SDICTION T			
aid. You agree to	pay \$25 for each check by phone and \$35 fo	or each returned check.	COURTS I	N MISSOUF	IAW DAA IS	VE ANY RIG	HT TO A TI	RIAL B	Y JURY.
	TY: We do not manufacture the Equipment the supplier. WE MAKE NO EXI	•						4.0	nt and can be fax signatures
VARRANTIES, I	INCLUDING THOSE OF MERCHANT	ABILITY OR FITNESS	may be treat	ed as an origi	inal and will b	e admissible a	s evidence.		-
NCIDENTAL DA	E AND ARE NOT RESPONSIBLE FOR AMAGES.	CONSEQUENTIAL OR				u autnorize us redit inquiries	-		ates to obtain ry.
. INSURANCE,	RISK OF LOSS: You bear all risk of			-	- www		<u> </u>		-
CLEPTED BY LE	SSEE TOWN OF CANTON	<del></del>	Net SK	innes		Title:	-HO		
Lessee Authoriz	zed Signature	E-Mail Address:		·····		Date:	<u>&gt;-22</u>	<u>-09</u>	
	ry and Acceptance: Lessee hereby certifies operating condition and is accepted by Less								
uthorizes LEAF I	Funding, Inc. to pay the Equipment purcl	ase price to the applicab	le vendor(s).	_			e cer total be	15 C	Olicci, Dessee
uthorized Signatu	TEX DOWNA T. Wary	M en d Equipmen	t Delivery Date	N 6-	5 -04	1			1

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 the in State or Federal courts in Delaware and expressly waive any right to a trial by jury.

SIGNED X

0

PRINT NAME:

E-Mail Address:



 Qty	Model	Description	Location/Notes
1	Sharp AR-M257	Sharp AR-M257 Digital Duplex Multifuntion 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. <u>Funding Intent.</u> 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.
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PAGE 03

- 5. <u>Insurance</u>, You agree to provide and maintair at your own expense (a) properly insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as toss payee, and (b) public liability and third party property insurance, naming us as an additional insurad. 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.
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- 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 e fect.

LESSEE: TOWN OF CANTON dba: CANTON POLICE	LEAF Funding, Inc.
DEPARTMENT	
By: At II	By Justan I little
Print el la cli	Print
Name: Robert H. Skinner	Name: Anda F Settle
Title: C.AO	Title: Music Duserica
Date: 6/9/09	Date: (69.03)

Page 2 of 3

ORIGINAL

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

- **5.** <u>Insurance.</u> 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.
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LESSEE: TOWN OF CANTON dba: CANTON POLICE DEPARTMENT	LEAF Funding, Inc.
By: Df II	Ву:
Print Name: Robert H. Skinner	Print
Name: Robert It- Skinner	Name:
Title: <u>CAO</u>	Title:
Date: 6/9/09	Date:

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