



**AMENDMENT TO COST PER COPY AGREEMENT # \_\_\_\_\_.**

This is an amendment, dated and effective as of \_\_\_\_\_, to that certain Cost Per Copy Agreement # \_\_\_\_\_ ("Lease") between \_\_\_\_\_ and **Xerox Financial Services LLC**. All capitalized but undefined terms used in this Amendment shall have the meanings set forth in the Lease.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to amend the Lease as follows:

**Non-Appropriation.** Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Lease, you may terminate the Lease effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Lease Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate) as set forth in the return provisions of the Lease. If you terminate a Lease pursuant to this Section, unless the following would affect the validity and/or enforceability of this Lease, for a period of 360 days from the Termination Date, you will not purchase, lease, rent, seek appropriations for, or otherwise obtain a system serving the same function as the Equipment. The foregoing obligation shall survive termination of this Lease.

**ACCEPTED AND ACKNOWLEDGED:**

**Lessee Name:** \_\_\_\_\_  
**Authorized Signor:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Xerox Financial Services**  
**Accepted by:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

\* Signor for the Lease Agreement and this Amendment must be the same.