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NATIONAL ACCOUNTS

AMENDMENT NO. 1
TO
THE NATIONAL ACCOUNT
FTR PLUS 20 PROGRAM
MASTER FIXED TERM RENTAL AGREEMENT
BETWEEN
CANON U.S.A., INC. ("CANON USA")
AND
WESTINGHOUSE GOVERNMENT SERVICES ("CUSTOMER")
DATED
AUGUST 27, 2001

The above terms and conditions shall be amended as follows:

Paragraph 1 – Insert after "Customer", "and its wholly owned domestic subsidiary, Westinghouse Savannah River Company."

All other Terms and Conditions shall remain unchanged.

ACCEPTED BY:

CANON U.S.A. INC.

Authorized Signatory

Toyotsugu Kuwamura

Title

Director & Asst. Gen. Mgr

Date

09-12-01

CUSTOMER: Westinghouse Government Services

Authorized Signatory

Title

Date

9/6/01



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AUG 27 2001

NATIONAL ACCOUNTS

CANON U.S.A., INC.
ONE CANON PLAZA
LAKE SUCCESS, NY 11042-1198
TELEPHONE: (516) 328-5000
GENERAL FAX TELEPHONE
(516) 328-5069

**NATIONAL ACCOUNT
FTR PLUS 20 PROGRAM
MASTER FIXED TERM RENTAL AGREEMENT**

The Customer named below agrees to rent office equipment from Canon U.S.A., Inc. ("Canon USA"), subject to the terms and conditions herein and on the reverse side hereof.

Customer shall place orders hereunder only on Canon USA's form of FTR Rental Schedule. The National Account pricing for Customer shall be set forth in the individual FTR Rental Schedule. Each FTR Rental Schedule will also designate delivery sites, indicate the duration of the rental term and specify by equipment model the quantities of units subject to rental thereunder. For administrative convenience Customer may reference its internal order number on each FTR Rental Schedule. Any Customer documentation which attempts to vary, modify, or supplement the terms of this Agreement or the FTR Rental Schedule shall be null and void. Canon USA shall attempt to meet Customer's requested delivery dates. Since Canon USA may be subject from time to time to manufacturer production or shipping delays, or both, Customer agrees that Canon USA may, in its sole discretion, allocate distribution among all of its Customers, even though this may effectively limit delivery of ordered units.

FTR RENTAL SCHEDULES PLACED AGAINST THIS MASTER AGREEMENT ARE IRREVOCABLE AND NON-CANCELABLE, except that Customer may, upon thirty (30) days prior written notice to Canon USA, cancel rentals of units of Equipment that Customer can demonstrate have been made obsolete due solely to Customer's office closings or significant office downsizing. During any Contract Year the number of such canceled units shall not exceed 20% (in the aggregate) (the "Percentage") of the maximum number of units of Equipment in an Equipment Segment rented under the FTR Rental Schedules to this Agreement at any time during the immediately preceding Contract Year; provided, that during the first Contract Year the number of such canceled units in an Equipment Segment shall not exceed one-half the Percentage of the maximum number of units of Equipment in an Equipment Segment rented under FTR Rental Schedules to this Agreement at any time during the first Contract Year. The term "Contract Year" shall mean each one-year period beginning on the date of this Agreement or an annual anniversary of the date of this Agreement. The term "Equipment Segment" shall mean NP analog copiers (Segment 1), GP, iR, iC, digital copiers (Segment 2), facsimile (Segment 3), CLC color (Segment 4) and printers (Segment 5), respectively. To the extent the number of such units made obsolete exceeds the Percentage in any Contract Year (one-half the Percentage in the first Contract Year), Customer agrees to have Canon USA or its Designee reinstall such excess number of units at another Customer site for the balance of the applicable FTR Rental Schedule.

Either party may terminate this Agreement at any time on thirty (30) days prior written notice to the other party. Termination shall not affect individual FTR Rental Schedules then in effect (including the options referred to in Section 2 of the terms and conditions on the reverse side hereof), or relieve either party of obligations incurred prior to the date of termination. This Agreement shall not become effective until it has been signed by a duly-authorized representative of Canon USA.

CANON U.S.A., INC.

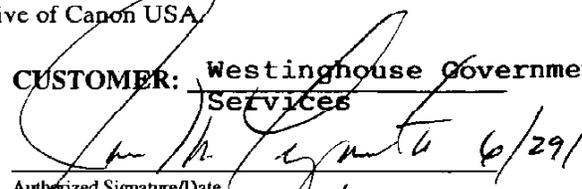

8-27-01

Authorized Signature/Date

Toyotsugu Kuwamura
Director & Assistant General Mgr.

Printed Name/Title

CUSTOMER: Westinghouse Government Services


6/29/01

Authorized Signature/Date

José M. Legueta
Procurement & Property Manager

Printed Name/Title