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NATIONAL ACCOUNTS

AMENDMENT NO. 1
TO
THE NATIONAL ACCOUNT
MFTR
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 subsidiaries".

All other Terms and Conditions shall remain unchanged.

ACCEPTED BY:

CANON U.S.A., INC.

Authorized Signatory

Toyotusugu Kuwamura

Title

Director & Asst. GenMgr.

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) 328-5009

NATIONAL ACCOUNT
MFTR
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. The National Account pricing for Customer shall be set forth in the individual FTR Rental Schedule.

Customer shall place orders hereunder only on Canon USA's FTR Rental Schedule form. Each FTR Rental Schedule will designate the delivery sites and specify quantities of each equipment model listed in such schedule. For administrative convenience Customer may reference its internal order number on the FTR Rental Schedule. Any Customer documentation which attempts to vary, modify, or supplement the terms of this Agreement shall be null and void. FTR RENTAL SCHEDULES PLACED AGAINST THIS MASTER AGREEMENT ARE IRREVOCABLE AND NON-CANCELABLE. 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.

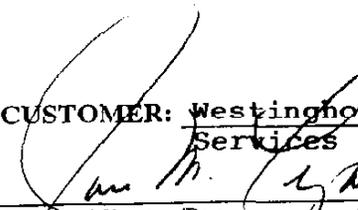
This Agreement shall be subject to termination and/or modification as provided on the reverse side hereof. This Agreement shall not become effective until it has been signed by a duly-authorized representative of Canon USA.

CANON U.S.A., INC.

 8-27-01
Authorized Signature/Date

Toyotsugu Kuwamura
Director & Assistant General Mgr.
Printed Name/Title

CUSTOMER: Westinghouse Government Services

 8/29/01
Authorized Signature/Date

José M. Leynabet
Procurement & Property Manager
Printed Name/Title