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| Payments appropriate indice to Les then current be release Equipment is failure of the notice is at or | "Lesses") warrants that it has funds available to pay rents ("Lease in it the end of its current appropriation period. In the event its legislative body or funding authority does not under the paid to Lessor for the above described Equipment ("Equipment"), Lease may, upon prior written str, effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the appropriation period, whichever is later, return the Equipment to Lessor, at Lessee's expense; and thereupon, of its obligation to make all rental payments (Lease Payments) to Lessor due thereafter, provided; (1) The funding authority to appropriate the necessary funds as reason for exacellation, and (3) the physical by payment of all amounts then due to Lessor under the Lease. The Lesses returns the Equipment pursuent to the terms of this Addendum, Lessor shall retain all sums paid Lesses, including the Security Deposit (if any) specified in the Lease. |
| inereunder. This Act | ovisions of this Addendum are utilized by Lessee, Lessee agrees not to purchase, tease or rent any other that equipment for the balance of the Lease term following Lessee's exercise of its termination rights and the construction are to permit the Lessee to terminate the Lease in order to acquire any other of tain funds directly or indirectly to perform essentially the same application for which the Equipment is |
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LEASE AGREEMENT ADDENDUM

| | This Lease Agreement Addendom ("Addendom") is made this |
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| ai | This Lease Agreement Addendum ("Addendum") is made this It is nade part of and amends that certain Lease Agreement dated |
| by | and between Max Davis Associates, Inc. ("Lessor") and |
| | ("Lessee"). The words "you" and "grow" and " |
| the | Worlds "we", "us" and "our" refer to the Lessor. Unless otherwise defined benefit and |
| Shi | "Lessee"). The words "you" and "your" refer to the Lessee and "words "we", "us" and "our" refer to the Lessee and I lave the definition set forth in the Agreement. |

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

1. Section 1 is amended to read as follows (new language underlined, deleted language in strike-through):

out the "Lessee") agree to lease from us (the "lessor") the Equipment listed above and or asy tacked schedulo. You authorize us to adjust the Lease payments up to 15% if the cost of the quit ment or twees differs from the supplier's estimate. This Lease is effective on the date that it accepted and signed by us, and the term of this Lease begins on that date or any later date that as designated herein (the "Commencement Date") and continues thereafter for the number of montes indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us in ering rent for the period from the date the Equipment is delivered to you until the Comprenent Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations to us are absolute, unconditional, and no subject to cancellation, reduction, setoff or counterclaim. You agree to pay us a one-time rea of \$75.00 to reimburse our expense for preparing financing statements, other documentation cods and all ongoing administration costs during the term of this Lease. Security deposits are полinterest bearing and may be applied to cure a lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. He payment is not made when due you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. We will charge you a fee of \$25,00 pr any check that is returned. ONLY WE ARE AUTHORIZED TO WAIVE OR CITANGE ANY NO TERM, PROVISION OR CONDITION OF THE LEASE MAY BE CHANGED WITHOUT THE WRITTEN AGREEMENT OF BOTH PARTIES.

- 2. Section 6 is deleted.
- 3. Section 7 of the Agreement is amended to read as follows (new language underlined, deleted language in strike-through:

You will a ve us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase ar remark to Equipment. Within sixty (60) days prior to expiration of the original term of the lease, you will provide us with written notice of your intention to return or purchase the Equipment With proper notice you may: a) purchase all the Equipment as indicated above under "End of Le se Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value not to exceed 20% of the lease capitalized cost); or b) return all allow us to sick up the Equipment from the above location in good working condition at your east in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods.



Section 8 is amended to read as follows (new language underlined, deleted language in striketwough):

pu are in default on this Lease if a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other <u>material</u> obligation under the Lease or any other Lease with us. If you are in default on the Lease, and such default is not cured, or reasonable progress has not been nde toward cure of the default, within 25 days written notice by us, we may: (i) declare the entire be ance of the unpaid Lease payments for the full Lease term immediately due and payable to us; (# sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value not to exceed 20% of the lease capitalized cost or fixed price ps chase option (the "Residual") with future lease payments and the Residual discounted to the date of default at the lessor of (a) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a replyment term equal to the remaining Lease term, all as reasonably determined by Lessor, or (B) 3% per annum, plus reasonable collection and legal cost;(ii) charge you interest on late payments in a cordance with the Florida Local Government Prompt Payment Act all menice due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us o or we may peaceably repossess it. Any return or epp session will not be considered a termination or cancellation of the Lease. If the Equipment is eturned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or note public or private sales, with or without notice to you, and apply the net proceeds (after eduting any related expense) to your obligation . You remain liable for any deficiency with any rcess being retained by us.

5. ection 9 is amended as follows:

Section 680,1031(1)(g). Fla. Stat. You acknowledge we have given you the name of the Equipment supplier and that you may have rights under the contract with the supplier and may contact the supplier and that you may have rights under the contract with the supplier and may contact the supplier for a description of these rights. If requested you will sign a separate Equipment acceptance certificate. This Lease was made in Florida Ferres's waite ("FL PA"), is to be performed in PAFL and shall be governed and construed in accordance with laws of FL. You consent to jurisdiction, personal and otherwise, in any state or federal court in the sate irrevocably waite a first by jury. You agree to waive any and all rights and remedies grates to you under Sections 2A 508 through 2A 522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be noved from the above location without our consent. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. We may inspect the Equipment during the Lease term.

6. A new ection 10 is added as follows:

You war ant that you have funds available to pay rents payable under this Lease until the end of your current appropriation period. In the event your legislative body or funding authority does not appropriate funds to be paid to us for the above described Equipment for any subsequent appropriation period (a "Non-Appropriation Event"), you may, subject to the conditions herein and upon prior written notice to us (the "Non-Appropriation Notice"), effective the later of (i) 60 days after our receipt of same, or (ii) the end of your current appropriation period (the Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all payments due to us oming due after the Non-Appropriation Date. As a condition to exercising its rights herein you shall (1) provide in the Non-Appropriation Notice a certification of an official with budge, approval authority that a Non-appropriation Event has occurred; (2) return the Equipment

on or bofore the Non-Appropriation date subject to the terms and conditions set for the in Section 7 of this Lease; and (3) pay to us all sums payable up to the Non-Appropriation Date.

In the event of any Non-appropriation Event, we shall relate all sums paid hereunder or under the Lease by you, including the Security Deposit (Rany) specified in the Lease.

These provisions will not be construed so as to permit you to terminate at will or for convenience.

- The Agreement is hereby modified to delete the provision relating to a Granuty. No Guaranty shall be required for the Lease.
- 8. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement which is by reference made a part hereof and all the terms and conditions and provisions thereof, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten.
- er the event of any conflict, inconsistency or incongruity between the provisions of this addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in a respects govern and control.
- D. This Addendum may be executed by one or more of the puriles on any number of separate contenparts, each of which counterparts shall be an original, but all of which when together shall be demand to constitute one and the same instancent.
- 11 This Addendum has been excouled and dollvored by, and shall be construed by accordance with the laws of the State of Ployda.
- 12. The terms hereof may not be terminated, amended, supplemented or modified only, but only by an instrument duly authorized by each of the parties hereto.

I WITNESS WEBREOF, the parties have caused this Addendum to be executed on the date set to the pove.

Max Davis Associates, Inc.

St. Incie County School Roard approved in 08-13-13.

Dibbie Hawley, Chairman

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| then dime | ("Lesses") warrants had be available to pay rents ("Lesses") warrants that it has funds available to pay rents ("Lesses thick to be paid to Lessor for the above described Equipment ("Equipment"), Lesses may, upon prior written assor, effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the Lappropriation period, whichever is later, return the Equipment to Lessor, at Lesses's expense; and thereupon, is returned to Lessor as provided for in the above described Lessor (to thereafter, provided; (f) The later is the second of the contribution of the contr |
| หดีใดย IS ล | companied by payment of all amounts then due to Lessor under the Lesse. |
| | went Lesses returns the Equipment pursuant to the terms of this Addendum, Lessor shall retain all sums peid by Lessee, including the Security Deposit (If any) specified in the Lease. |
| lf (he ûmcijenally hereunder | rovisions of this Addendum are utilized by Lesses, Lessee agrees not to purchase, lease or rent any other situiter aquipment for the balance of the Lease term following Lessee's exercise of its termination rights |
| This A equipment intended. | clendum will not be construed so as to permit the Lessee to terminate the Lease to order to acquire any other If obtain funds directly or indirectly to perform essentially the same application for which the Equipment is |
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| | | LEASE AGREEMENT ADDENDUM |
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| | | This Lease Agreement Addendum ("Addendum") is made this made part of and amends that certain Lease Agreement dated between Max Davis Associates, Inc. ("Lessor") and |
| th sh | all li | rds "we", "us" and "our" refer to the Lessee and tyou" and "your" refer to the Lessee and twe the definition set forth in the Agreement. |
| pu | Sua | NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and it to the terms and conditions of the Agreement, it is hereby agreed as follows: |
| 1. | | tion I is amended to read as follows (new language underlined, deleted language in strike- ough): |
| | Squ s ac s on f the teri | (the "Lessee") agree to lease from us (the "lessor") the Equipment listed above end-on-any had schedule. You nutherize us to adjust the Lease payments up to 15% if the cost of the pinent or taxes differe from the supplier's estimate. This Lease is effective on the date that it epted and signed by us, and the term of this Lease begins on that date or any later date that esignated herein (the "Commencement Date") and continues thereafter for the number of is indicated above. Lease payments are due as invoiced by us. As you will have possession Equipment from the date of its delivery, if we accept and sign this Lease you will pay us a rent for the period from the date the Equipment in the lease you will pay us |
| | omi tys i cl no 5 of sts a | tencement Date as reasonably calculated by us based on the Lease payment, the number of a that period, and a month of 30 days. Your obligations to us are absolute, unconditional, it subject to cancellation, reduction, setoff or counterclaim. You agree to pay us a one-time of 35.00 to reimburse our expense for preparing financing statements, other documentation all ongoing administration costs during the torus of the Lease payment, the form of the commentation |
| 油 | der | bearing and may be applied to cure a lease default. If you are not in default, we will return |

the derpsit to you when the Lease is terminated. If a payment is not made when due you will pay use late charge of 5% of the payment or \$10.00, whichever is greater. We will charge you a fee of \$25.00 for any check that is returned. ONLY WE ARE AUTHORIZED TO WALVE OR CHAN'Y NO TERM, PROVISION OR CONDITION OF THE LEASE MAY BE

Section 6 is deleted.

Section of the Agreement is amended to read as follows (new language underlined, deleted language in strike through:

CHANGED WITHOUT THE WRITTEN AGREEMENT OF BOTH PARTIES.

You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renown) term) of your intention to purchase er regard the Equipment. Within sixty (60) days prior to expiration of the original term of the lease you will provide us with written notice of your intention to return or purchase the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lase Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value not to exceed 20% of the lease capitalized cost); or b) return all allow is to bick up the Equipment from the above location in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase of (ii) return the Equipment as provided herein, this Lease will automatically renew at the same proment amount for consecutive 60-day periods.

Section 8 is amended to read as follows (new language underlined, deleted language in strikethrough);

ou are in default on this Lease if a) you fail to pay a Lease payment or any other amount when ue; or b) you breach any other <u>material</u> obligation under the Lease er any other Lease with us. If pu are in default on the Lease, and such default is not cured, or reasonable progress has not been ade toward cure of the default, within 25 days written notice by us, we may: (i) declare the entire lance of the unpaid Lease payments for the full Lease term immediately due and payable to us; (i) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated en d of Lease fair market value not to exceed 20% of the lease capitalized cost or fixed price chase option (the "Residual") with future lease payments and the Residual discounted to the date of default at the lessor of (a) a per annum interest rate equivalent to that of a U.S. Treasury constant manualty obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by Lessor, or (B) 3% per annum, plus reasonable collection and legal cost;(ii) charge you interest on late payments in accordance with the Florida Local Government Prompt Payment Act all menies due at the rate of \$% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us o or we may peaceably repossess it. Any return or epessession will not be considered a termination or cancellation of the Lease. If the Equipment is eth ned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or nor public or private sales, with or without notice to you , and apply the net proceeds (after edisting any related expense) to your obligation. You remain liable for any deficiency with any rice's being retained by us.

5. Section 9 is amended as follows:

Section 680,1031(1)(g). Fla. Stat. You acknowledge we have given you the name of the Equipment supplier and that you may have rights under the contract with the supplier and may contact the supplier for a description of these rights. If requested you will sign a separate Equipment acceptance certificate. This Lease was made in Florida Pennsylvania ("FL PA"), is to be performed in PAFL and shall be governed and construed in accordance with laws of PAFL. You essent to jurisdiction, personal and otherwise, in any state or federal court in granted to you under Sections 2A 508 through 2A 522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be noved from the above location without our consent. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. We may inspect the Equipment during the Lease term.

6. A new ection 10 is added as follows:

You wan ant that you have funds available to pay rents payable under this Lease until the end of your current appropriation period. In the event your legislative body or funding authority does not appropriate funds to be paid to us for the above described Equipment for any subsequent appropriation period (a "Non-Appropriation Event"), you may, subject to the conditions herein and upon prior written notice to us (the "Non-Appropriation Notice"), effective the later of (i) 60 days after our receipt of same, or (ii) the end of your current appropriation period (the Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all payments due to us coming due after the Non-Appropriation Date. As a condition to exercising its rights herein, you shall (1) provide in the Non-Appropriation Notice a certification of an official with budget approval authority that a Non-appropriation Event has occurred; (2) return the Equipment

on or bostors the Non-Appropriation date subject to the terms and conditions set for the in Scotten 7 of this Lease; and (3) pay to us all sums psyable up to the Non-Appropriation Date.

In the event of any New appropriation Event, we shall relain all sums paid hereunder or under the Lease by you, including the Security Deposit (if any) specified in the Lease.

These provisions will not be construed so as to permit you to terminate at will or for convenience.

- The Agreement is hereby modified to delete the provision relating to a Guaranty. No Guaranty shall be required for the Lease.
- 8. It is expressly agreed by the parties that this Addendam is supplemental to the Agreement which is by reference made a part hereof and all the terms and conditions and provisions thereof, rates specifically modified herein, are to apply to this Addendam and are made a part of this Addendam as though they were expressly rewritten.
- In the event of any confilet, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.
- 10. This Addendum may be executed by one or more of the parties on any number of separate counterparts, each of which counterparts shall be an original, but all of which when together shall be deemed to constitute one and the same instrument.
- 1. This Addendam has been executed and dollvered in, and shall be construed in accordance with the laws of the State of Pleyida.
- The terms bereof may not be terminated, amended, supplemented or modified orally, but only by an instrument duly authorized by each of the parties hereto.

HY VITNIES WEERSON, the parties have caused this Addendum to be executed on the date set forth above.

| St. In appro | icie ed | County School Board on 08-13-13. | Mux Davis associates, inc. |
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| ij | | | ent h | been | received | i, put i | n use, k | s In go | od work | ng order | and is | satisfacto | | | ceptable. | | | | | | | | | | | 1 |
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| FISCALF | LINDING ADDENDUM |
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| | LESSEE INFORMATION |
| Fullegal Name | Ochool District of ST. LUCIE CO. DRANGERIAM SOUTHERAL OAKS MIDDLE |
| , | 1004 OKEECHODEE ROL |
| City / | ERCE county St. LUCIE State PL Zo 349717 |
| | EALING STATISTICS AND ASTALL |
| Equipment Location | 5500 NW St Tomes |
| City Fort | |
| | The same of the sa |
| 1 1196 | QUANTITY MODELNO. EQUEMENT DESCRETION (ATTACH SCHEDULE FINE COSSARY) |
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| _ The abov | described ("Lessee") warrants that it has funds available to pay rents ("Lessee") |
| Payments' ur | THE DIE CHU OLUS CHIERDI ADDICONISTION NORMAL IN the event to legislative test, such as the contract of the co |
| | rids to be paid to Lessor for the above described Equipment ("Equipment"), Lessee may, upon prior written dr, effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the |
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| Equipment is | diurned to Lessor as provided for in the above described Lessor (III seed). (IV the formal in the divined to Lessor as provided for in the above described Lessor (IV) seed to the formal in the divined to Lessor as provided for in the above described Lessor (IV) seed to the formal in the divined to the divined to the divined to the formal in the divined to the divined |
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| notice is acco | panied by payment of all amounts then due to Lessor under the Lease. |
| In the eve | Lessee returns the Equipment pursuant to the terms of this Addendum, Lessor shall retain all sums paid |
| 81 | essee, including the Security Deposit (if any) specified in the Lease. |
| If the pro- | visions of this Addendum are utilized by Lessee, Lessee agrees not to purchase, lease or rent any other |
| hereunder. | rilar equipment for the balance of the Lease term following Lessee's exercise of its termination rights |
| This Adde | rigium will not be construed as so to mount the tasset of the state of |
| equipment or | rdum will not be construed so as to permit the Lessee to terminate the Lease in order to acquire any other brain funds directly or indirectly to perform essentially the same application for which the Equipment is |
| intended. | y and commany the carrie application for which the Equipment is |
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| | LESSEE SIGNATURE ———————————————————————————————————— |
| | Signature X |
| | Print Name ISA SUL |
| | 17the Minter 1/31/2020 |
| | FOR MICH OF SELL of STLUCK CO Name of Government Entry |
| | ACCEPTED BY LESSOR |
| | Signature X |
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For_

Legal Name of Corporation or Partnership

Date _

LEASE AGREEMENT ADDENDUM

| | This Lease Agreement Addendum ("Addendum") is made this |
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| ar | A strade part of and amends that certain I eace A greenent dated |
| by | and between Max Davis Associates, Inc. ("Lessor") and |
| ihe | ("Lessee"). The words "you" and "your" refer to the Lessee and |
| sh | To a substant of the Melecuteur, |
| | NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and |
| bın | suart to the terms and conditions of the Agreement, it is hereby agreed as follows: |
| 1. | Section 1 is amended to read as follows (new language underlined, deleted language in strike-through): |
| ii ii | |

You (the "Lessee") agree to lease from us (the "lessor") the Equipment listed above and on any ptte hed schedulo. You authorize us to adjust the Lease payments up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. This Lease is effective on the date that it s accepted and signed by us, and the term of this Lease begins on that date or any later date that sas lesignated herein (the "Commencement Date") and continues thereafter for the number of non his indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interm rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations to us are absolute, unconditional, and that subject to cancellation, reduction, setoff or counterclaim. You agree to pay us a one-time The classification to reimburse our expense for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. Security deposits are noninterest bearing and may be applied to cure a lease default. If you are not in default, we will return the deposit to you when the Lease is terminated, If a payment is not made when due you will pay us he charge of 5% of the payment or \$10.00, whichever is greater. We will charge you a fee of \$25.00 for any check that is returned. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY NO TERM, PROVISION OR CONDITION OF THE LEASE MAY BE CHANGED WITHOUT THE WRITTEN AGREEMENT OF BOTH PARTIES.

- 2. Section 6 is deleted.
- Section 7 of the Agreement is amended to read as follows (new language underlined, deleted language in strike-through:

You will give us at least 60 days but not more than 120 days written notice (to our address below) before it e expiration of the initial lease term (or any renewal term) of your intention to purchase errotus the Equipment. Within sixty (60) days prior to expiration of the original term of the lease, you will provide us with written notice of your intention to return or purchase the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value not to exceed 20% of the lease capitalized cost); or b) return all allow us a pick up the Equipment from the above location in good working condition at your east in a time y manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same asyment amount for consecutive 60-day periods.



section 8 is amended to read as follows (new language underlined, deleted language in striketurough);

thu are in default on this Lease if a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other material obligation under the Lease er any other Lease with us. If ydı are in default on the Lease, and such default is not cured, or reasonable progress has not been mede toward cure of the default, within 25 days written notice by us, we may: (i) declare the entire balance of the unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value not to exceed 20% of the lease capitalized cost or fixed price purchase option (the "Residual") with future lease payments and the Residual discounted to the date of default at the lessor of (a) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a replyment term equal to the remaining Lease term, all as reasonably determined by Lessor, or (B) per annum, plus reasonable collection and legal cost;(ii) charge you interest on late payments in a cordance with the Florida Local Government Prompt Payment Act all monics due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that ou mmediately return the Equipment to us o or we may peaceably repossess it. Any return or epo session will not be considered a termination or cancellation of the Lease. If the Equipment is etuined or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expense) to your obligation . You remain liable for any deficiency with any excess being retained by us.

5. Section 9 is amended as follows:

Section 680.1031(1)(g). Fla. Stat. You acknowledge we have given you the name of the Equipment supplier and that you may have rights under the contract with the supplier and may contact the supplier for a description of these rights. If requested you will sign a separate Equipment acceptance certificate. This Lease was made in Florida Pennsylvania ("FL PA"), is to be performed in PAFL and shall be governed and construed in accordance with laws of PAFL and shall be governed and construed in accordance with laws of PAFL and shall be governed and construed in accordance with laws of PAFL and shall be governed and construed in accordance with laws of PAFL and inverceably waive a trial by jury. You agree to waive any and all rights and remedies greater to you under Sections 2A.508 through 2A.522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. We may inspect the Equipment during the Lease term.

6. A lew section 10 is added as follows:

You war ant that you have funds available to pay rents payable under this Lease until the end of your current appropriation period. In the event your legislative body or funding authority does not appropriate funds to be paid to us for the above described Equipment for any subsequent appropriation period (a "Non-Appropriation Event"), you may, subject to the conditions herein and upon prior written notice to us (the "Non-Appropriation Notice"), effective the later of (i) 60 days after our receipt of same, or (ii) the end of your current appropriation period (the Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all payments due to us coming due after the Non-Appropriation Date. As a condition to exercising its rights herein, you shall (1) provide in the Non-Appropriation Notice a certification of an official with budget approval authority that a Non-appropriation Event has occurred; (2) return the Equipment

on or before the Non-Appropriation date subject to the terms and conditions set for the in Section 7 of this Lease; and (3) pay to us all sums payable up to the Non-Appropriation Date.

In the event of any Non-appropriation Event, we shall relain all sums paid hereunder or under the Lease by you, including the Security Deposit (If any) specified in the Lease.

These provisions will not be construed so as to pormit you to terminate at will or for convenience.

The Agreement is hereby modified to delete the provision relating to a Guaranty. No Guaranty shall be required for the Lease.

It is expressly agreed by the parties that this Addendum is supplemental to the Agreement which is by reference made a part hereof and all the terms and conditions and provisions thereof, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten.

In the event of any confilet, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

O. This Addendum may be executed by one or more of the parties on any number of separate counterparts, each of which counterparts shall be an original, but all of which when together shall be ceemed to constitute one and the same instrument.

ti. This Addendum has been excouled and delivered in, and shall be construed in accordance with the lays of the State of Plorida.

The terms hereof may not be terminated, amended, supplemented or modified orally, but only by an in thument duly authorized by each of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the date set in the above.

| St. | Max Davis Associates, Inc. |
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| - 311 | ored on 08-13-13. By: |
| Sigr | Debought Jackey Print name; BENS BUSSELY Blie Hawley, Chairman Title: BEGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGGG |
| De | Title: KRG10NAC MANNES |
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