



EQUIPMENT FINANCE

TERMS AND CONDITIONS
ADDENDUM

AGREEMENT #
2075157

Addendum to Lease Agreement # 2075157 and State and Local Government Addendum #2075157, between City of Killeen, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words you and your refer to Customer. The words we, us and our refer to Lessor.

The parties wish to amend the above-referenced Lease Agreement as follows:

The sentence which follows the END OF LEASE OPTIONS section which reads "Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED" is modified to read as follows: "THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED, EXCEPT BY NON-APPROPRIATION, AS PROVIDED IN THE STATE AND LOCAL GOVERNMENT ADDENDUM TO THIS AGREEMENT."

Section 3. MAINTENANCE AND LOCATION OF EQUIPMENT; RETURN; SECURITY INTEREST:
Subsection (3) of Sentence 1 of this Section is deleted in its entirety.

Section 6. DEFAULT AND REMEDIES:

Sentence 2 is modified to read as follows: "If any part of a Payment is more than 10 days late, you agree to pay a late charge of 10% of the Payment which is late, or if less, the maximum charge allowed by law."

Section 13. COST ADJUSTMENTS: This entire section has been intentionally deleted.

The parties wish to amend the above-referenced State and Local Government Addendum as follows:

Second paragraph entitled NON-APPROPRIATION OR RENEWAL:

Sentence 2 is modified to read as follows: "Upon such event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us to a location within Texas."

By signing this Addendum, Customer acknowledges the above changes to the Lease Agreement the State and Local Government Addendum and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Lease Agreement and the State and Local Government Addendum, this Addendum shall prevail. In all other respects, the terms and conditions of the Lease Agreement and the State and Local Government Addendum remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date

City of Killeen

Customer

X

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



**EQUIPMENT LOCATION
ADDENDUM**

EQUIPMENT FINANCE

**AGREEMENT #
2075157**

Addendum to Agreement # 2075157, dated July , 2016, between City of Killeen, as Customer and U.S. Bank Equipment Finance, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

At its own risk, Customer shall use or permit the use of the Equipment primarily at the location specified in the Agreement (unless the Equipment is mobile, in which case it may be moved in the ordinary course of business) and shall not remove the Equipment from such location without prompt written notice to Lessor. Notwithstanding the foregoing, the Equipment shall not be moved outside the United States without Lessor's prior written consent. Customer shall be responsible for maintaining records showing the location of each piece of Equipment. All costs of relocation or reinstallation will be at Customer's expense. Customer is responsible for the risk of loss, damage or destruction to the Equipment at all times, including but not limited to the transit, relocation or reinstallation periods.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

City of Killeen

Lessor

Customer

Signature

X

Signature

Title

Date

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.