

**Addendum to Equipment Lease Agreement**

This Addendum is made part of the Equipment Lease Agreement ("Lease") by and between Lincolnwood School District #74 ("Lessee") and Imagetec, LP. ("Lessor") dated \_\_\_\_\_, 2016. Capitalized terms used but not defined will have the same meaning given to them in the Agreement.

The parties agree to the following changes to the Terms & Conditions of the Lease:

**Section 2. Agreement:**

Add to the beginning of the first sentence: "Within 30 days of the invoice due date. . ."

**Section 2. Agreement:**

Delete the seventh (7<sup>th</sup>) sentence in its entirety.

**Section 3 Lease Charges:**

Add to the end of this section, "We are a tax exempt entity and shall not be responsible for payment of any taxes from which we are exempt."

**Section 4 Late Charges:**

Delete this section in its entirety.

**Section 6. Indemnity:**

Delete the fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) sentences in their entirety.

**Section 10 Remedies:**

Add to the end of this section, "Each party shall be responsible for their own attorney's fees and court costs associated with the litigation or enforcement of this Lease."

**Section 11 End of Term Options: Return of Equipment:**

Within sentence two modify "twelve month" to read "one month".

**Add to the end of the Agreement:**

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective 60 days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease. Lessee further represents, warrants and covenants the following: (a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State. (b) Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder. (c) This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally. (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease. (e) The Equipment described in this Lease is essential function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future. (f) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

In the event of a conflict between the terms and conditions of this Addendum and those of the Lease, the terms and conditions herein shall govern. All other provisions of the Lease not otherwise modified herein shall remain in full force and effect.

Except as expressly provided herein, no other term, condition, provision, covenant or agreement of the Lease is changed, modified, amended or altered, nor are any of Lessor's or its assigns' rights or remedies under the Lease, at law or equity, modified, waived, discharged or forgiven.

Each person executing this Addendum below represents and warrants that he or she has the proper and necessary authority to execute this Addendum and to bind his or her respective entity to its terms. A facsimile copy of this Addendum with facsimile signatures may be treated as an original and will be admissible as evidence in a court of law.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives as of the date first above written.

Agreed and Accepted:

Lincolnwood School District #74

Signature

Print Name

Title

Imagetec L.P.

Signature

Print Name

Title

*[Handwritten Signature]*  
*Richard Curcio*  
*Manager*