



EQUIPMENT FINANCE

TERMS AND CONDITIONS ADDENDUM

AGREEMENT #
2507087

Addendum to Agreement # 2507087 and any future supplements/schedules thereto, between **DAYTON BOARD OF EDUCATION**, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor/Secured Party ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party.

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

Paragraph 2. OWNERSHIP; PAYMENTS; TAXES AND FEES:

Sentence 4, as stated below, has been removed in its entirety:

"If any part of a Payment is more than 5 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."

Sentence 8, as stated below, has been removed in its entirety:

"You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment."

Paragraph 8. END OF TERM:

Sentence 3 has been modified to read as follows:

"As long as you have given us the required written notice, if you do not purchase the Equipment, you will allow Supplier to pick up all of the Equipment, at Supplier's expense, in retail re-saleable condition, full working order and complete repair."

Paragraph 13. MAINTENANCE AND SUPPLIES:

Sentence 18, as stated below, has been removed in its entirety:

"At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. 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

Lessor/Secured Party

Signature

Title

Date

DAYTON BOARD OF EDUCATION

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.