



## Canon Financial Services, Inc.

## Addendum to Agreement for application # 1669631

WHEREAS, Canon Financial Services, Inc. ("CFS") and William S Hart Union High School District ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

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

The terms and conditions paragraph(s) in the Agreement (CFS-1045 05/17) for application 1669631 are changed as follows:

**Paragraph above "ACCEPTED" signature block and "AUTHORIZED CUSTOMER SIGNATURE" signature block:** The paragraph is amended by deleting the second sentence and replacing it with the following sentences: "THE CUSTOMER MAY, AT ANY TIME, WITH OR WITHOUT CAUSE OR REASON, TERMINATE THIS AGREEMENT. UPON SUCH TERMINATION, CUSTOMER SHALL COMPENSATE CFS FOR PAYMENTS DUE UP TO THE DATE OF TERMINATION. WRITTEN NOTICE SHALL BE SUFFICIENT TO STOP FURTHER PERFORMANCE OF THIS AGREEMENT. NOTICE SHALL BE DEEMED GIVEN WHEN RECEIVED BY CFS OR NO LATER THAN THIRTY (30) DAYS OF MAILING, WHICHEVER IS SOONER."

**3. PAYMENTS:** Paragraph 3 is amended by (i) deleting the fourth sentence in its entirety; and (ii) adding the following to the end of the paragraph: Jones Walbaum Corporation dba American Business Machines ("ABM") will invoice the Customer for (i) the Payments under the Agreement, which ABM will remit directly to CFS on Customer's behalf, and (ii) the service and maintenance payments payable to ABM under the separate service agreement between ABM and Customer, which will be for ABM's account."

**7. ACCEPTANCE; DELIVERY:** Paragraph 7 is amended by deleting the paragraph in its entirety and replacing it with the following:

**"7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, which will be provided as a separate Acceptance Certificate after the delivery and installation of the Equipment, or Customer's provision to CFS of other confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer."

**10. INDEMNITY:** Paragraph 10 is deleted in its entirety.

**12. TAXES; OTHER FEES AND CHARGES:** Paragraph 12 is deleted in its entirety.

**13. INSURANCE:** Paragraph 13 is amended by deleting the eighth sentence in its entirety.

**16. REMEDIES:** Paragraph 16 is amended by (i) adding “with notice and during regular business hours,” immediately after “enter upon the premises” in the parenthetical in subsection (c); (ii) deleting “or (ii) re-lease the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the value attributed to the Equipment by CFS for purposes of calculating the payments under the new agreement, or (iii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale” in subsection (c); and (iii) deleting the last two sentences in their entirety.

**17. LATE CHARGES; EXPENSES OF ENFORCEMENT:** Paragraph 17 is deleted in its entirety.

**18. ASSIGNMENT:** Paragraph 18 is amended by deleting the second, third, fourth, fifth, and last sentences in their entirety.


**23. UCC-ARTICLE 2A:** Paragraph 23 is deleted in its entirety.

**27. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** Paragraph 27 is amended by (i) deleting each instance of “NEW JERSEY” and replacing with “CALIFORNIA”; and (ii) deleting “CAMDEN OR BURLINGTON” and replacing with “LOS ANGELES”.

**29. PAYMENT REMITTANCE:** A new paragraph is added to the Municipal Finance Lease, to read in its entirety as follows:

**“29. PAYMENT REMITTANCE:** Notwithstanding Paragraphs 2 and 3, CFS agrees and acknowledges that Customer shall make any required Payments under the Agreement directly to ABM who shall, in turn, timely remit all such Payments to CFS on Customer’s behalf. In the event that Customer makes a Payment to ABM and ABM fails to timely remit the Payment to CFS, CFS’ sole and exclusive remedy shall be a claim directed against ABM for failure to timely remit such payment.”

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CFS.

<b>CANON FINANCIAL SERVICES, INC.</b>  By: _____ Title: _____ Date: _____  	<b>William S Hart Union High School District</b>  By: _____ Printed Name: _____ Title: _____    By: _____ Printed Name: _____ Title: _____
<b>Acknowledged and Agreed:</b>  <b>JONES WALBAUM CORPORATION dba AMERICAN BUSINESS MACHINES</b>  By: _____ Title: _____ Date: _____	