

**AMENDMENT TO LEASE PURCHASE AGREEMENT**

**THIS AMENDMENT TO LEASE PURCHASE AGREEMENT** is by and between **CITY OF NATIONAL CITY**, as Lessee, and **WELLS FARGO BANK, N.A.**, as Lessor.

**BACKGROUND**

A. By that certain Lease Purchase Agreement, # **420-0169269-001**, dated \_\_March 17\_\_\_\_\_, **20\_26\_\_**, by and between Lessor and Lessee, Lessor has agreed to extend financing to Lessee upon and subject to the terms and conditions set forth in the Lease Purchase Agreement ("**Lease**").

B. Lessor and Lessee desire to amend the terms and conditions of the Lease, upon and subject to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Lease.

**NOW, THEREFORE**, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

**1. EFFECT OF HANDWRITTEN CHANGES.** The Parties to the Lease acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Lease shall be enforceable. Each of the provisions in the Lease, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Lease, shall remain in full force and effect, except to the extent expressly set forth herein.

**2.** The second and third sentences of the third paragraph in all caps, which is located on the front (or page 1) of the Lease, shall be deleted and replaced with the following:

"THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF CALIFORNIA AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS."

**3. LATE CHARGES.** Section 5 of the Lease shall be amended in its entirety to read "INTENTIONALLY OMITTED".

**4. INDEMNITY.** Section 7 of the Lease shall be amended in its entirety to read as follows:

"7. INDEMNITY. To the extent permitted by applicable law, you are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession except to the extent directly caused by our gross negligence or willful misconduct. To the extent permitted by applicable law, you agree to defend and indemnify us against all Claims, although we reserve the right to participate in the defense and to select or approve defense counsel, which approval of counsel shall not be unreasonably withheld. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease."

**5. ASSIGNMENT.** The third sentence of Section 13 of the Lease shall be amended to read as follows:

"If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Lease, but none of our obligations as we shall retain our obligations."

**6. EFFECTIVE DATE.** This Amendment is executed to be effective the same day as the Lease, and is incorporated into and made a part of the Lease.

**7. EFFECT OF AMENDMENT.** All terms and conditions of the Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Lease, as set forth above.

**CITY OF NATIONAL CITY**

**WELLS FARGO BANK, N.A.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Date of Execution: \_\_\_\_\_