

AMENDMENT TO LEASE WITH MAINTENANCE AGREEMENT

THIS AMENDMENT TO LEASE WITH MAINTENANCE AGREEMENT is by and between LEE'S SUMMIT, CITY OF, as Customer, and TOSHIBA FINANCIAL SERVICES, as Lessor.

BACKGROUND

A. By that certain Lease with Maintenance Agreement, # 7738450-012, dated _____, 20____, by and between Lessor and Customer, Lessor has agreed to extend financing to Customer upon and subject to the terms and conditions set forth in the Lease with Maintenance Agreement ("**Agreement**").

B. Lessor and Customer desire to amend the terms and conditions of the Agreement, 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 Agreement.

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 Agreement 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 Agreement shall be enforceable. Each of the provisions in the Agreement, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Agreement, shall remain in full force and effect, except to the extent expressly set forth herein.

2. LEASE AGREEMENT. The second and third sentences of Section 1 of the Agreement, which read as follows, shall be deleted in their entirety:

"You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes."

3. LEASE AGREEMENT. The next to the last sentence of Section 1 of the Agreement, which reads as follows, shall be deleted in its entirety:

"You agree to provide updated annual and/or quarterly financial statements to us upon request."

4. LEASE COMMENCEMENT. The last sentence of Section 2 of the Agreement, which reads as follows, shall be deleted in its entirety:

"For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law)."

5. IMAGE CHARGES. The seventh sentence of Section 3 of the Agreement, which reads as follows, shall be deleted in its entirety:

"You agree that we reserve the right to increase the maintenance and supplies portion of the Lease Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period."

6. TAXES AND LEASE CHARGES. The last sentence of Section 9 of the Agreement, which reads as follows, shall be deleted in its entirety:

"In addition, you agree to pay us a UCC filing fee of \$35.00."

7. RETURN OF EQUIPMENT. Section 18 of the Agreement shall be amended in its entirety to read as follows:

"18. Return of Equipment. If you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, and provided that you are not in default of this or any other agreement with us, you shall (i) provide us with thirty (30) days prior written notice of your intent to return all of the Equipment, (ii) notify the TBS Location identified on the front (or page 1) of this Lease of your intent to return the Equipment, (iii) make the Equipment available to the TBS Location for pickup, and (iv) securely remove all data from any and all disk drives or magnetic media prior to the pickup of the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You shall bear no cost for the return of the Equipment. If you are in default of this or any other agreement with us, you shall be responsible for the return of all of the Equipment to any location(s) we may designate in the continental United States, properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. The Equipment must be returned in "Average Saleable Condition". "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories."

8. PERSONAL PROPERTY TAX (PPT). Section 20 of the Agreement shall be amended in its entirety to read as follows:

"20. Personal Property Tax (PPT). Customer is not required to reimburse us for annual property tax charges related to the use of the equipment."

9. MAINTENANCE AND SUPPLIES AGREEMENT ("MSA") WITH TBS. The second sentence of Subsection e) of Section 25 of the Agreement, which reads as follows, shall be deleted in its entirety:

"We may charge you a supply freight fee to cover the cost of shipping supplies."

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

11. EFFECT OF AMENDMENT. All terms and conditions of the Agreement 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 Agreement, as set forth above.

LEE'S SUMMIT, CITY OF

TOSHIBA FINANCIAL SERVICES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date of Execution: _____

Date of Execution _____