

## **CORRECTION ADDENDUM**

## Agreement # 40474445

Lessor/Secured Party/Rentor: <u>Navitas Credit Corp.</u>
Lessee/Borrower/Rentee ("Customer"): <u>CITY OF JONESBORO (AR)</u>

The above referenced Lessor/Secured Party/Rentor and Customer have entered into the above referenced rental, lease, finance, or note and security Agreement ("Agreement") for the equipment/collateral under terms more fully described in said Agreement. In recognition of the inaccuracy of certain terms of such Agreement, the parties hereby wish to amend said Agreement as set forth below:

Modification to the following paragraph of the lease agreement:

- 3. <u>EQUIPMENT USE AND REPAIR:</u> You agree to use the Equipment for business purposes only, will keep it in good working condition and not move it from its initial location without our consent. You are solely responsible for any damage or losses to the Equipment. We are not responsible for, and will not be held liable against, any claims, losses or damages, including attorney's fees, related to your use or possession of the Equipment. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.
- 5. <u>OWNERSHIP, TITLE, UCC's and TAXES</u>: Except for any software covered by this Lease, we are the owner of the Equipment and have title to it. You hereby authorize us to execute and file on your behalf, and at your cost, Uniform Commercial Code (UCC) financing statement(s) to show our interest in the Equipment. You will pay when due, by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. You agree that we may charge you an annual fee of \$100 to file and administer taxes paid on your behalf.
- 12. CHOICE OF LAW, JURISDICTION: THIS AGREEMENT SHALL NOT BE BINDING UNTIL IT IS ACCEPTED BY US IN WRITING. YOU HEREBY STIPULATE THAT OUR ACCEPTANCE AND SIGNING OF THIS AGREEMENT IN SOUTH CAROLINA FOLLOWING YOUR SIGNATURE MEANS THAT THIS AGREEMENT WAS MADE IN SOUTH CAROLINA WHERE WE SERVICE OUR CONTRACTS. YOU AGREE THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA. YOU CONSENT TO JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF ARKANSAS AND AGREE THAT ANY ACTIONS OR PROCEEDINGS INITIATED BY YOU ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT SHALL BE BROUGHT ONLY IN SUCH COUNTY IN SOUTH CAROLINA; PROVIDED HOWEVER, WE MAY BRING ACTION AGAINST YOU IN ANY STATE OR FEDERAL COURTS OUTSIDE SOUTH CAROLINA WE CHOOSE, PROVIDED ONLY THAT SUCH COURT HAS PROPER JURISDICTION. YOU AND WE HEREBY WAIVE TRIAL BY JURY.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party/Rentor to make such changes. The original of this Agreement shall be that copy which bears your electronic, facsimile or original signature, and our electronic or original signature.

## GUARANTOR'S ACKNOWLEDGEMENT

The undersigned Guarantor(s) acknowledges and consents to the terms and conditions of this Authorization and acknowledges that the undersigned's guaranty of the obligations evidenced by the Agreement and this Addendum remain in full force and effect.

0.00			
Guarantor Signature	Print N	ame Date	
Guarantor Signature	Print N	ame Date	
Guarantor Signature	Print N	ame Date	
LESSOR/SECURED PARTY/RENTOR'S ACKNOWLEDGEMENT			
	2200 NO 200 NED I ANTIMEN	TOR O ACKNOWLEDGEMENT	
Signature	Print Name	Title	Data
Gigilature	i iiil Naille	ride	Date