

ADDENDUM TO THE EQUIPMENT LEASE-PURCHASE AGREEMENT

THIS ADDENDUM TO THE EQUIPMENT LEASE-PURCHASE AGREEMENT ("Addendum") is made and entered into by and between Motorola Solutions, Inc. ("Lessor") and Nassau County, FL ("Lessee").

**WHEREAS**, the terms and provisions set forth in this Addendum are incorporated in and made part of the Equipment Lease-Purchase Agreement, Lease Number 23641 ("Agreement") executed by the parties contemporaneously herewith; and

**WHEREAS**, the purpose of this Addendum is to amend Article 13 of the Agreement providing the Lessee the option to self-insure according to the self-insurance requirements approved by Lessor.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and conditions set forth in this Addendum, the parties, intending to be legally bound hereby, acknowledge, covenant and agree as follows:

1. RECITALS

The recitals set forth above and exhibits attached hereto are specifically incorporated by reference and made part of this Addendum.

2. SELF-INSURANCE

Amend Article 13 of the Agreement to add the following language: The Lessee may at its option elect to bare the risk of loss through self-insuring in lieu of providing insurance as set forth above. Lessor agrees to follow all self-insurance requirements as set forth in the letter dated November 25, 2014, attached hereto as Attachment A.

3. All other provisions of the Agreement shall remain in full force and effect.

LESSEE:

NASSAU COUNTY



By: Pat Edwards

Title: Chairman

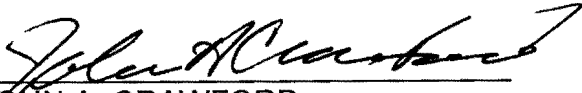
LESSOR:

Motorola Solutions, Inc.

By: 

Title: AUTHORIZED SIGNATORY

Attest as to Chairman's signature:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

MES  
11-26-14

Approved as to form by the  
~~Nassau County Attorney~~

  
\_\_\_\_\_  
Mollie M. Garrett, Esq.

November 25, 2014

Motorola Solutions, Inc.  
1303 E. Algonquin Road  
Schaumburg, IL 60196

RE: Self-Insurance for a Schedule Number **23641** to that certain Equipment Lease Purchase Agreement Number **23641** dated the 25th day of November, 2014, by and between **NASSAU COUNTY** as Lessee and Motorola Solutions, Inc. as Lessor.

Equipment Description: See attached equipment list

Gentlemen:

In consideration of your waiver of the requirement in the above captioned Lease to furnish you with evidence of physical damage and liability insurance on the collateral, and as a further inducement to you to allow the undersigned to self-insure, the undersigned agrees, as follows:

1. To be fully and financially responsible for any and all partial or total loss of the collateral;
2. To notify you in writing, immediately upon any loss of, or damage to, the collateral;
3. To furnish you with estimates of the repair costs for any and all damage caused to, or suffered by, the collateral;
4. To repair or replace said collateral, or so much thereof as may be destroyed or damaged from any cause whatsoever within 45 days or as soon as possible thereafter;
5. To furnish you with paid receipts evidencing the repair of any and all damage to the collateral;
6. To provide you with any duly authorized and executed documentation that you may require to perfect a valid first, prior and paramount lien in replacement collateral;
7. In the event that said collateral cannot be repaired or restored to a condition or value equivalent to its condition or value before the damage, or replaced by comparable collateral, to immediately pay off the obligation, or such portion thereof as may be attributable to the collateral destroyed or damaged beyond repair;
8. To provide annual accountant prepared financial statements, and in the event of a material adverse change in the undersigned's financial condition, and upon your written demand, to furnish you with insurance from an insurance company acceptable to you in an amount not less than the then fair market value of the collateral.

9. In the event that the undersigned fails to furnish the insurance policy required under paragraph 8, then, in such event, you may either declare the contract in default, or, at your option, obtain insurance coverage protecting your interest in the collateral and add the costs thereof to the then outstanding balance.
10. To be fully and financially responsible for any loss, damage, injury or accident involving or resulting from use of the Equipment..
11. To provide Lessor with written notice of any claims for loss, damage, injury or accident involving or resulting from use of the Equipment, and make available to Lessor all information and documentation relating thereto.
12. In the event that the undersigned furnishes, or you obtain, the insurance, then, in such event, all of the terms, conditions and provisions of the lease, regarding insurance coverage shall be applicable for the remainder of the term of the lease.

The undersigned further agrees that this letter agreement shall be binding upon, and ensure to the benefit of, itself and you and our respective heirs, successors, assigns, and legal and personal representatives.

The undersigned has caused this letter agreement to be executed by its duly authorized representative.

**LESSEE:** Nassau County

By:   
Pat Edwards

Title: Chairman