

**STATE OF FLORIDA
MASTER AMENDMENT
To**

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT DATED FEBRUARY 12, 2018

LESSEE:

City of Hollywood, Florida
2600 Hollywood Boulevard
Hollywood, FL 33022

LESSOR:

AmeriCredit Financial Services, Inc.
d/b/a GM Financial
8377 E. Hartford Drive, Suite 115
Scottsdale, AZ 85260

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Master Agreement. As used in this Master Amendment, "Master Agreement" shall mean the Master Equipment Lease Purchase Agreement between Lessee and Lessor, as described above.

2. Amendment to Section 7 of the Master Agreement. Section 7 of the Master Agreement is hereby amended in its entirety to read as follows:

7. Nonappropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term (an "Event of Non-Appropriation"), such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee shall cease use of the Equipment covered by the affected Lease and peaceably remove and transfer title and deliver possession of all (but not less than all) the Equipment to Lessor at Lessee's expense (but solely from funds legally available for such purpose) at the location in the State of Florida specified by Lessor and in the condition required by Section 15 of this Master Lease.

Under no circumstances shall the failure of Lessee to appropriate sufficient funds constitute a default or require payment of a penalty, or in any way limit the right of Lessee to purchase or utilize equipment or other personal property similar in function to the Equipment purchased under any Lease that is terminated as the result of the occurrence of an Event of Non-Appropriation. Lessee's covenant to transfer title and deliver possession to Lessor of the Equipment covered by the affected Lease as provided above shall survive termination of such Lease.

If Lessee fails to deliver possession of, and title to, the Equipment under a Lease with respect to which an Event of Non-Appropriation has occurred, the termination of such Lease shall nevertheless be effective, but Lessee shall be responsible for payment of damages, to the fullest extent permitted under applicable State law, in an amount equal to the principal portion of Rental Payments thereafter scheduled to come due and for any other loss suffered by Lessor as a result of Lessee's failure to transfer title to, and deliver possession of, such Equipment to Lessor. Nothing in this Section 7 is intended, or shall be construed, to create a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use and possession of the Equipment under a Lease.

3. Amendment to Section 14 of the Master Agreement. Section 14 of the Master Agreement is hereby amended in its entirety to read as follows:

13. Use; Maintenance. Replace the final sentence with the following: Lessee will either (a) enter into a maintenance contract for the Equipment that is acceptable to Lessor; or (b) maintain the vehicles in a commercially reasonable manner, consistent with the manufacturer's recommended schedules and the environment in which the vehicles are operated.

14. Title to Equipment; No Security Interest. Upon Lessee's acceptance of any Equipment under a Lease, title to such Equipment shall vest in Lessee, subject to Lessor's rights under such Lease; provided, however, that Lessor shall have no security interest therein. Notwithstanding the obligations of Lessee to pay Rental Payments under a Lease, no Lease shall result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment, and Lessor shall have no right to involuntary dispossess Lessee of the use and enjoyment of or title to the Equipment.

4. Amendment to Section 15 of the Master Agreement. Section 15 of the Master Agreement is hereby amended in its entirety to read as follows:

15. Return of Equipment. In the event that Lessee determines to return the Equipment under a Lease to Lessor or its assignee pursuant to Section 7 or 25 of this Master Agreement, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and surrendering the Equipment to Lessor at the location(s) in the State of Florida to be specified by Lessor and in the condition required by Section 13. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (i) repair or restore such Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (ii) pay to Lessor the actual cost of such repair, restoration and return, but solely from funds legally available for such purpose.

Upon receipt of possession of the Equipment under a Lease that is terminated by Lessee under Section 7 as the result of an Event of Non-Appropriation or by Lessor pursuant to Section 25 as the result of an Event of Default, Lessor may thereafter dispose of such Equipment; provided, however, that any proceeds from the disposition of such Equipment in excess of the sum required to pay (i) any amounts then due under the affected Lease and the principal portion of Rental Payments scheduled to come due after the termination date for such Lease and (ii) Lessor's costs and expenses associated with the disposition of such Equipment, shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto.

5. Amendment to Section 23 of the Master Agreement. In the fifth sentence, replace the words "security interest" with "rights and interests".

6. Amendment to Section 25 of the Master Agreement. Section 25 of the Master Agreement is hereby amended in its entirety to read as follows:

Whenever any Event of Default exists under a Lease, Lessor shall have the right, at its sole option without any further demand or notice (except as provided in this Section), to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the

then current Original Term or Renewal Term to be immediately due and payable; (b) by written notice to Lessee, Lessor may terminate such Lease and request that Lessee promptly transfer title and deliver the Equipment under such Lease to Lessor or its assignee; (c) if Lessee returns Equipment to Lessor under clause (b) of this paragraph, Lessor shall dispose of such Equipment and apply the proceeds of such disposition as provided in Section 15; (d) upon termination of a Lease by Lessor pursuant to clause (b) of this paragraph, Lessor shall have the right to sue for compensatory damages, including upon failure of Lessee to transfer title to, and deliver possession of, the Equipment under such Lease to Lessor as provided in Section 15; and (e) subject to the provisions of each Lease that restrict Lessor's right to involuntarily dispossess Lessee of the Equipment, Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease. Lessee agrees to reimburse Lessor for any expenses reasonably incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor, but only from funds legally available and appropriated for that purpose.

Nothing in this Section 25 is intended, or shall be construed, to create a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use and possession of the Equipment under a Lease. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer title to and return possession of the Equipment under a Lease.

7. Amendment to Section 28 of the Master Agreement. In the first sentence, add the following language after the first comma: "including (without limitation) the provisions of Section 768.28, Florida Statutes, as amended,".

8. Original Master Agreement Otherwise to Remain in Full Force and Effect. Except as otherwise expressly provided in this Master Amendment, the original Master Agreement shall remain in full force and effect as originally executed and delivered.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this State of Florida Master Amendment to be duly executed and delivered on this ____ day of _____, 20__.

LESSEE:
CITY OF HOLLYWOOD, FLORIDA

LESSOR:
AMERICREDIT FINANCIAL SERVICES, INC. D/B/A
GM FINANCIAL

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____