

**PAYMENT AMENDMENT TO JUNE 23, 2016 EQUIPMENT LEASE-PURCHASE  
AGREEMENT #23940 AND SCHEDULE A #23940**

This Payment Amendment ("Payment Amendment") to the June 23, 2016 Equipment Lease-Purchase Agreement #23940 and Schedule A #23940 is made and entered into as of September 13, 2017, by and between Banc of America Public Capital Corp located at 135 S. LaSalle Street, 10<sup>th</sup> Floor, Chicago, IL 60603 ("Assignee of Lessor") and City of Chula Vista located at 315 Fourth Avenue, Chula Vista, CA 91910 ("**Lessee**").

**RECITALS**

Motorola Solutions, Inc. ("**Lessor**") and Lessee are parties to that certain Schedule A Equipment Lease-Purchase Agreement #23940 dated June 23, 2016 and Schedule B and Exhibit C-1 (collectively the "**Lease**"). Lessor assigned the Lease to Motorola Solutions Credit Company LLC ("MSCC"), who assigned the Lease to Assignee of Lessor. Assignee of Lessor and Lessee wish to revise the payment amounts in the schedules attached to the Lease to reflect the fact that less than all of the original pre-funded amount of \$1,435,270 was necessary to complete delivery of the Equipment that is subject to the Lease.

**AGREEMENTS**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee of Lessor and Lessee hereby agree as follows:

1. The Lease shall amended by replacing the words: "10 Annual Payments of \$170,238.33" with: "1 annual payment of \$170,238.33 followed by 1 annual payment due on 7/01/2018 in an amount of \$86,377.33, followed by 8 annual payments thereafter of \$170,238.33, as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B."
2. Exhibit C-1 "Pricing and Equipment List" shall be deleted in its entirety and replaced with the attached "Amended Exhibit C-1 'Pricing and Equipment List'".
3. On Schedule B to the Lease, for the payment due on 07/01/2018 the amount under the "Payment" column shall be restated as follows: "Payment" from "\$170,238.33" to "\$86,377.33".
4. Assignee of Lessor agrees to the foregoing reductions in consideration for MSCC's agreement, acknowledged and confirmed below, that MSCC will remit to Assignee of Lessor the amount by which the payment has been reduced (\$83,861.00) on or before 7/01/2018 from the pre-funded amount.
5. Reaffirmation. Except as otherwise provided in this Amendment, all other terms and conditions of the Lease shall remain the same and the Lease shall remain in full force and effect.
6. Capitalized Terms. All capitalized terms used herein and not otherwise defined shall the meanings as set forth in the Lease.



IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the date first written above.

**ASSIGNEE OF LESSOR:**

**BANC OF AMERICA PUBLIC CAPITAL CORP**

By: 

Ben Ulisano

Title: AGENT

**LESSEE:**

**CITY OF CHULA VISTA**

Approved as to form by

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

Gary Halbert

Title: City Manager

Glen R. Googins, City Attorney

**ACKNOWLEDGMENT**

Motorola Solutions Credit Company LLC hereby agrees to remit to Banc of America Public Capital Corp the amount of \$83,861.00 with reference to the Payment due on 07/01/2018 due under Schedule A Equipment Lease-Purchase Agreement #23940 on or before 07/01/2018.

Motorola Solutions Credit Company LLC

By: 

Name: UYGUR GAZIOĞLU

Title: ASSISTANT TREASURER