Amendment

This Amendment amends that certain agreement by and between Marco Technologies LLC ("Owner") and Rapid City, City of ("Customer") which agreement is identified in the Owner’s internal books and records as Agreement No. 1576952 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The parties agree that the booked residual shall not exceed 15% of the original Equipment cost.

2. The following sentence is hereby deleted from section 6, entitled “DEFAULT AND REMEDIERS”:

   “In the event of any dispute or enforcement of our rights under this Agreement, you agree to pay our reasonable attorneys’ fees (including those incurred before or at trial, on appeal or in any other proceeding), actual court costs, any other collection costs and repossession costs.”

3. The sentence in section 9, WARRANTY DISCLAIMERS, which reads “WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE”, is hereby deleted and replaced with the following sentences:

   “We warrant to you that the Equipment shall perform in accordance with manufacturer’s standards for the first sixty (60) months of the Agreement term ("Warranty Period"). If an item of Equipment fails to meet manufacturer performance standards during the Warranty Period and we are unable to repair it within fifteen (15) business days of our receipt of a service request from you, then we will replace the item of Equipment with a like model, so long as you are not in default of your obligations under this Agreement at the time. Except for the foregoing warranty, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.”

4. For the sake of clarification, the parties desire that, as identified in the separate “State and Local Government Addendum”, the following two statements be reiterated herein:

   Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: “You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct.”

   Any provision in the Agreement stating that the Agreement is governed by a particular state’s laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: “This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum.”

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A copy of this document containing your original or facsimile signature or other indication of your intent to agree to the terms set forth herein shall be enforceable for all purposes. This Amendment is not binding until accepted by Owner.

---

**Marco Technologies LLC**

By: 

Signature: ____________________________

Print Name & Title: ____________________

Date Accepted: _________________________

---

**Rapid City, City of**

By: X ____________________________

Signature: ____________________________

Print Name & Title: ____________________

Date: ________________________________