



ADDENDUM NO. 2 TO THE MASTER LEASE AGREEMENT

THIS IS ADDENDUM NO. 2 TO MASTER LEASE AGREEMENT, dated this ____ of _____, 2018, between **MEARS MOTOR LEASING**, amends THE MASTER LEASE AGREEMENT dated 2/19/2015, as amended by an Addendum thereto executed on the same date ("Addendum No. 1"). Hereinafter, all references to "MASTER LEASE AGREEMENT" in this Addendum No. 2, will be to that AGREEMENT as previously amended by Addendum No. 1.

NOW THEREFORE, it is mutually agreed by and between the Bancorp Bank and The City of Daytona Beach, Lessor and Lessee, respectively, under the MASTER LEASE AGREEMENT, that the MASTER LEASE AGREEMENT IS HEREBY FURTHER AMENDED to include the following conditions:

- 1. Section 3 of Addendum No. 1 is amended to read as follows:

If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle, Lessee will have the right to terminate this lease as to the related vehicle because of such non-appropriation. In such instance Lessee shall promptly notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default (if any) hereunder. Upon such termination, Lessee shall peaceably surrender possession of the vehicle to Lessor at a location contemplated in the Lease as amended by all applicable Addenda. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle.

All other provisions of the MASTER LEASE AGREEMENT, as previously amended by Addendum No. 1, will remain in effect.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers this _____ day of _____, 2018.

The Bancorp Bank
(Lessor)

By: *Desiree Vezina*

Name: Desiree Vezina

Title: Vice President, Leasing Operations

The City of Daytona Beach
(Lessee)

By: _____

James V. Chisholm, City Manager

Attest: _____

Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____

Robert Jagger, City Attorney



CLOSED-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 02/19/2015, between The Bancorp Bank (Lessor) and The City of Daytona Beach (Lessee).

Customer # 13299

Date 04/13/2018

Unit # _____

Year, Make & Model	VIN
(30) 2019 Chevrolet Tahoe Police vehicles with upfitting	TBD

Exterior Color	Interior Color	Optional Equipment	State of Registration
white	black		FL

Term & Frequency	<u>3 Annual</u>	Security Deposit	<u>\$0.00</u>
Base Payment	<u>\$12,852.87</u>	Annual Mileage Allowance	<u>40,000</u>
Sales / Use Tax	<u>0.00</u>	Excess Mileage Charge per Mile	<u>\$0.12</u>
Total Annual Payment	<u>\$12,852.87</u>	Down Payment	<u>\$0.00</u>
		Estimated Initial Tax & Tags	<u>N/A</u>

Additional Terms and Conditions:
The customer has the option to purchase the vehicles at the end of the lease for \$6000.00 each

LESSEE The City of Daytona Beach	Signature _____
	Title _____
Signature _____	Signature _____
Title _____	Title _____
Signature _____	
Title _____	
Signature _____	LESSOR The Bancorp Bank
Title _____	Signature <i>Mesuree Vezina</i>
	Title <i>V.P. Lease Operations</i>