

## FIRST AMENDMENT

THIS FIRST AMENDMENT ("Amendment") is hereby made and entered into as of the 14th day January, 2014 (the "Effective Date") by and between:

- (1) The City of Leesburg, Florida ("Customer") a Florida Municipal Corporation, organized and existing under the laws of Florida; and
  
- (2) GENERAL ELECTRIC COMPANY ("Contractor"), a corporation organized and existing under the laws of the State of New York, doing business through and for the sole benefit of its GE Digital Energy business unit.

### Recitals

Whereas, the Customer and Contractor have entered into that certain agreement for services on or about November 28, 2011 the ("Agreement");

Whereas, as part of the Agreement the Parties have agreed to a certain payment schedule which is included as Exhibit A of the Agreement;

Whereas, such Agreement between the Customer and Contractor has an initial term which expires December 31, 2021 (the "Initial Term");

Whereas, the Parties are desirous of extending the Initial Term by five additional years; and

Whereas the Parties are desirous of amending the payment schedule which pertains to the Agreement such that Customer is afforded a credit.

Now therefore, in consideration of the foregoing premises and other consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 1.2 of the Agreement is hereby amended and restated as follows:

"This Agreement shall become effective when it has been signed by both Parties unless earlier terminated pursuant to the terms of this Agreement, and shall remain in effect until December 31, 2026 (the "Initial Term"). After the Initial Term has elapsed, the Agreement shall renew automatically on an annual basis for up to ten (10) additional years. The pricing of the additional years shall be defined by the Pricing Schedule set forth in Appendix A to this Agreement; provided however, that nothing in the Pricing Schedule shall restrict Customer's right to seek a modification to the pricing for the period after the initial fifteen (15) year Term.

If Customer does not intend for the Agreement to renew at the end of any Agreement period, Customer shall notify Contractor, in writing, six (6) months prior to the renewal date. In the event proper

notification is not provided to Contractor, then Contractor shall have the right to invoice Customer for costs associated with Customer's failure to give proper notice.”

2. Appendix A of the Agreement is hereby replaced in its entirety with the schedule included in this Amendment as Attachment 1.
3. Contractor shall provide Customer a credit in the total of One Hundred Sixteen Thousand, Eight Hundred United States Dollars (\$116, 800.00) (the “Credited Amount”). Such credit shall be applicable to the amounts that the Customer owes Contractor pursuant to Invoice Number 508157, dated 16, December, 2013 (the “Invoice”). Contractor shall issue a Credit Memo reflecting the Credited Amount against the Invoice.
4. All terms which are capitalized in this Amendment and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
5. Except and amended in the foregoing provisions of this Amendment, the Parties make no further changes, modifications, alterations, revisions or amendments and all other provisions of the Agreement remain in full and effect.
6. This Amendment includes the entire agreement with respect to the subject matter hereof and no other concessions, understandings, agreements, warranties or representations or warranties, whether oral or written, not contained in this Amendment shall be binding on either Party.

(Signature Page Follows)

IN WITNESS WHEREOF the Parties have caused this document to be executed by their authorized representatives on the date first written above.

CUSTOMER

THE CITY OF LEESBURG, FLORIDA

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Date of ATTESTATION

Approved as to form and content:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
(Date)

CONTRACTOR

GENERAL ELECTRIC COMPANY

By:

  
\_\_\_\_\_  
(Signature)

TODD L. JACKSON  
\_\_\_\_\_  
(Printed Name)

SAS PRODUCT LINE LEADER  
\_\_\_\_\_  
(Title)