

Amendment

This Amendment amends that certain agreement by and between GreatAmerica Financial Services Corporation ("Lessor") and Village of Orland Park ("Customer") which agreement is identified in the Lessor's internal books and records as Agreement No. 3101575 (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. Lessor and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The following sentence in the section entitled "**AGREEMENT**" is hereby deleted in its entirety:

"If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less."

2. The sentences in the section entitled "**LAW/FORUM**" which read "This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa," are hereby deleted in their entirety and replaced with the following:

"This Agreement and any claim related to this Agreement will be governed by Illinois law. Any dispute will be adjudicated in a state or federal court located in Cook County, Illinois."

3. The following is hereby added to the section entitled "**TAXES**":

"Notwithstanding the foregoing, you will not be charged sales tax to the extent this transaction is and remains exempt from sales tax, provided you have timely furnished us with appropriate documentation evidencing such exemption from sales tax, and provided such exempt status continues throughout the Agreement term."

4. The sentence in the section entitled "**DEFAULT/REMEDIES**" which reads "You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement," is hereby deleted in its entirety and replaced with the following:

"To the extent permitted by law, you agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement."

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. This Amendment is not binding until accepted by Lessor. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Amendment, and (ii) our original manual signature or (b) the copy of this Amendment executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Amendment is maintained or controlled.

CUSTOMER'S AUTHORIZED SIGNATURE

(As Stated Above)	X		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

LESSOR'S SIGNATURE

GreatAmerica Financial Services Corporation	X		
LESSOR	SIGNATURE	PRINT NAME & TITLE	DATE ACCEPTED