

THIS ADDENDUM (this “Addendum”), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, to that certain Master Lease Agreement no. MLA35441852 (the “Agreement”), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, between Ricoh USA, Inc. (“we” or “us”) and SCHOOL BOARD OF HERNANDO COUNTY, as customer (“Customer” or “you”).

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. Section 9 of the Agreement shall be amended by deleting the fourth and fifth sentences of such Section 9 in their entirety.
2. Section 12 of the Agreement shall be amended to add the following sentence at the end thereof:

“Notwithstanding anything to the contrary contained in this section, upon the occurrence of a Default, we may recover from you all Payments and other amounts to become due by acceleration or otherwise only to the extent permitted by applicable law and only from legally available funds.”
3. Section 16 of the Agreement shall be amended by (a) amending and restating the title of such Section to read as follows: “Governing Law.”; (b) amending and restating the first sentence of such Section to read as follows: “YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.”; and (c) deleting the second and third sentences of such Section in their entirety.
4. Section 18(b) of the Agreement shall be amended and restated to read as follows:

“(b) Non-Appropriation. In the event, notwithstanding your best efforts and exhaustion of all available administrative appeals, you are not allotted funds for a fiscal period and you have no other funds from non-ad valorem sources legally available to be allocated to the payment of your obligations under any Schedule to this Lease Agreement, you may terminate such Schedule effective on the first day of such fiscal period (the “Termination Date”), if we have received written notice from you at least thirty (30) days before the Termination Date. At our request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, (i) you shall not be obligated for payment of any rentals and other payments for any fiscal period for which funds have not been so appropriated, and (ii) you shall deliver the Product to us in accordance with Section 14 of this Lease Agreement. We acknowledge that Payments are payable from sources other than ad valorem taxes.”
5. Section 18(d) of the Agreement shall be amended by deleting the word “and” immediately following clause (C) of subsection (i) of such Section, and adding the following clauses (E) and (F) at the end of such subsection:

“; (E) no provision of this Lease Agreement nor any Schedule to this Lease Agreement constitutes a pledge of your taxes or general revenues, and any provision which is so construed by a court of competent jurisdiction is void from the inception of this Lease

Agreement; and (F) all Payments due under this Lease Agreement and any Schedule for your current fiscal period are within the fiscal budget for such year, are included within an unrestricted and unencumbered appropriation currently available for the lease of the Product and are not in contravention of any applicable limitation of indebtedness.”

6. The Agreement shall be amended by adding the following new Section 18(f) immediately after Section 18(e):

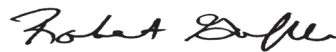
“(f) Limitations. The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to non-appropriation set forth in this Lease Agreement and/or any Schedule are subject to any limitations imposed by applicable law.”

7. On our behalf, the undersigned under penalty of perjury hereby attests that we do not use coercion for labor or services, as such terms are defined in section 787.06, Florida Statutes.
8. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

## CUSTOMER

**Ricoh USA, Inc.**



**X**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

Robert Griffin, RVP

6/28/25

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Date

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Print Authorized Signer Name

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Title

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Print Authorized Signer Name

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Title

Approved as to Content & Form

Caroline Mockler, Esq.

Staff Counsel, HCSD

12:17 pm, 06/26/2025