SECOND AMENDMENT TO AGREEMENT
(SERVICES)

THIS SECOND AMENDMENT (the "Second Amendment") to the Contract for Services is made and entered into this 4th day of May 2016 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "City"), and T2 SYSTEMS CANADA, INCORPORATED, a Foreign Profit Corporation (the Contractor)

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish Services, dated April 1, 2015 (the "Original Agreement") (Reference Original Bid No. RFP 15-001 and Original Clerk Tracking No. 15-00041 for services associated with Beach Parking Pay Stations: Second Amendment: Revisions to Article 4.1 Compensation ("the Project"); and

WHEREAS, the parties desire to amend the Original Agreement by this Second Amendment so that the Contractor will provide additional services pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.

2. "Article Four, Compensation" 4.1 shall be amended by $95,736.00 to order an additional (12) Pay Stations. Attachment A-1 Basis of Compensation and Warranty Statement indicates the details of the additional Pay Stations which is attached and made a part of this Second Amendment.

3. The terms of this Second Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this Second Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

4. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.
IN WITNESS WHEREOF, the City and the Contractor have caused this Second Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:
By: Patricia L. Rambock, City Clerk

CITY:
CITY OF NAPLES, FLORIDA
By: A. William Moss, City Manager

Approved as to form and legal sufficiency:
By: Robert D. Pritt, City Attorney

CONTRACTOR:
T2 SYSTEMS CANADA, INC.
330 – 4260 Still Creek Drive
Burnaby BC V5C 6C6 Canada
Att: Tim Maginn
Executive Vice President, Sales
By: Tim Maginn

Witness (Signature)
Printed
Name: Karen Hartley

FEI/EIN Number: On File  (Canada)
A Foreign Profit Corporation
**SALES QUOTE**

T2 Systems Canada Inc.
330-4321 Still Creek Drive
Burnaby, BC V5C 6S7
Phone: 1.888.687.6822
Fax: 604.687.4329
GST #: 86910 7094 RT0001
US Tax ID #: 98-0603996

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**CONFIDENTIAL***

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**Bill To:**
City of Naples
735 8th St. S
Naples, FL 34102
USA
Lisa Douglass
239.213.1801
ldouglass@naplesgov.com

**Sell To:**
City of Naples
735 8th St. S
Naples, FL 34102
USA
Lisa Douglass
239.213.1801
ldouglass@naplesgov.com

**Ship To:**
City of Naples
Community Services Admin
280 Riverside Cir.
Naples, FL 34102
USA
Don Brown
213.239.7104
dbrown@naplesgov.com

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Bill-to Cust. ID: 1479  
Sell-to Cust. ID: 1479
End User:
Sell To EIN No.: 59-600382
Payment Terms: Net 30
Sales Phone:
Sales E-mail:
P.O. No.:
Ref. No.:
Digital Iris/EMS Cust. Name:

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**Item No.**     **Description**                                            **Unit**  **Qty.** | **Unit List Price** | **Disc. %** | **Unit Discount Price** | **Total Price**
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900.0022 | LUKEII-200B  
38K-Solar-CxCx-x-P  
Includes:  
38-Key Keypad  
18W Single SlimLine Solar Panel  
Coin Acceptor, Credit Card Reader  
2 Inch Thermal Printer  
P-Label, set of 2 | Each | 12 | 7,728.00 |  | 7,728.00 | 92,736.00
880.4040 | Coin Shutter-L2 | Each | 12 |  |  |  |
886.0042 | Modern Kit-CDMA Verizon-L2 (V5)  
EVDO | Each | 12 |  |  |  |
115.0108 | Coin Canister-L2  
spares not included  
100.0082: Match Existing Key - Maintenance LII  
Match to DU278 | Each | 12 |  |  |  |
880.4030 | Lock-Maintenance-L2  
100.0083: Match Existing Key - Collections LII  
Match to DL278 | Each | 12 |  |  |  |
880.4036 | Lock-Collections-L2  
No additional keys included | Each | 12 |  |  |  |
663.0050 | Paper 2in  
T8-60mm High Humidity | Each | 12 | 41.00 | 100 | 250.00 | 250.00 | 3,000.00
100.0053 | Installation by Parker Systems  
Shipping & Handling  
Included in base price | Each | 12 | 250.00 |  | 250.00 |  | 95,736.00

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Continued on page 2
SALES QUOTE

T2 Systems Canada Inc.
330-4321 Still Creek Drive
Burnaby, BC V5C 6S7
Phone: 1.888.687.6822
Fax: 604.687.4329
GST #: 86910 7094 RT0001
US Tax ID #: 98-0603996

Sales Quote No.: 40479
Sales Quote Date: April 20, 2016
Location Code: MAIN WHSE

***CONFIDENTIAL***

Bill To:
City of Naples
735 8th St. S
Naples, FL 34102
USA
Lisa Douglass
239.213.1801
ldouglass@naplesgov.com

Sell To:
City of Naples
735 8th St. S
Naples, FL 34102
USA
Lisa Douglass
239.213.1801
ldouglass@naplesgov.com

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USA
Don Brown
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Item No. | Description | Unit | Qty. | Unit List Price | Discount | Total Price |
---|---|---|---|---|---|---|
1 | Continued from page 1 | | | | | |

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Iris quote provided separately.
Order will not be accepted without signed
Iris/EMS quote being returned to T2.
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Training not included in quote.
Shipping included in base price.

Please review all details on this quote, including
ship to address, EIN number, and key code.
If you would like to proceed with placing this
order, please submit a matching signed quote
to fax 604.687.4329.

Warranty pricing on units to sync as follows:
In calendar year 2017, T2 agrees to work with the City of
Naples to sync up warranty renewal schedules from Sales
Order received in 2015

Keys and collection spares to be ordered separately, if
needed.

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Amount Subject to Sales Tax: 0.00
Amount not Subject to Sales Tax: 95,736.00

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Total: 96,228.00
Discount: -492.00
Subtotal: 95,736.00
Total Tax: 0.00
USD Total: 95,736.00

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Quote is valid for 90 days from Quote date.

Terms and Conditions of Sale are available at http://www.digitalpaytech.com/terms
Please note that if sales taxes are not charged, if applicable, taxes should be self-assessed and remitted to the appropriate tax authorities.

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Quote Acceptance: PO# PO Date Print Name Authorized Signatory Title

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Thank you for your business!

Fax Back to: 604.687.4329
April, 21 2016

To Whom It May Concern:

In calendar year 2017, T2 agrees to work with the City of Naples to synch up warranty renewal schedules from Sales Orders received in 2016 (year 3 will start in May 2017), and the warranty renewal date of this order (projected to start in June/July 2017).

Yours truly,

Tim Maginn
Executive Vice President, Sales
T2 Systems