

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
 800 Walnut Street | 4th Floor | Des Moines, IA 50309

Name and Address of Lessee:

Lowndes County, GA
 327 N Ashley St
 Valdosta, GA 31601

Re: **Master Lease Agreement
 INC.**

dated August 24, 2023 between **Lowndes County, GA** and **WELLS FARGO FINANCIAL LEASING,**

"Lessor" means Wells Fargo Financial Leasing, Inc. together with its successor and assigns, and is also referred to as "we", "us" and "our." "Lessee" means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as "you" and "your." This Amendment (this "Amendment") is entered into as of **September 12, 2023** between you and us in connection with that certain Master Lease Agreement No. **603-0284723** (the "Master Agreement"). The terms of this Amendment are hereby incorporated into the Master Agreement as though fully set forth therein. Capitalized terms used but not defined herein shall have meanings given to them in the Master Agreement.

For good and valuable consideration and intending to be legally bound, you and we agree as follows:

A. Amendment to the Master Agreement.

1. **INDEMNITY.** Section 7 is hereby amended and restated in its entirety as follows:

"Except to the extent directly caused by our gross negligence or willful misconduct, YOU AGREE TO DEFEND AND INDEMNIFY US FOR ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, OBLIGATIONS, SUITS, TOLLS, FEES, INJURIES, COSTS AND REASONABLE ATTORNEYS' FEES, OR THE LIKE, WHETHER BASED ON A THEORY OF NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, INCURRED, CAUSED OR ASSERTED BY ANY PERSON, IN ANY MANNER RELATING TO THE LEASE OR THE EQUIPMENT including, without limitation, the manufacture, purchase, lease, financing, selection, ownership, delivery, possession, use, storage, operation, condition, maintenance, repair, return or other disposition thereof."

2. **INSURANCE.** Sentence 2 of Section 9 is hereby amended and restated in its entirety as follows:

"All insurance policies must be issued by insurance carriers rated A- or better by A.M. Best Company, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us."

3. **DEFAULT.** Sentences 1(f) of Section 12 which reads as the following, is hereby deleted and of no further force or effect:

"(f) you, any Guarantor, or any principal owner, member of a board of directors (or similar governing body), or senior officer of you or any Guarantor is convicted of a felony;"

4. **DEFAULT.** Sentence 1(h) of Section 12 is hereby amended and restated in its entirety as follows:

"(h) without our prior written consent, which consent shall not be unreasonably withheld, you or any Person that directly or indirectly controls you (1) experiences a change in control or material change in ownership (whether in one or multiple transactions), (2) transfers substantially all of your assets, (3) merges or consolidates with another Person, or (4) experiences a division or divisive merger;"

5. **DEFAULT.** Sentences 1(i)-(k) of Section 12 which reads as the following, are hereby deleted and of no further force or effect:

"(i) if you are a sole proprietorship or a partnership, you, or any partner, as applicable, die or have a guardian appointed; (j) any individual Guarantor dies or has a guardian appointed; (k) you or any Guarantor suffers a material adverse change in your or their financial condition; or"

6. **REMEDIES.** Sentence 1(g) of Section 13 is hereby amended and restated in its entirety as follows:

"(g) charge you for out-of-pocket expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs;"

7. **JURY TRIAL WAIVER; APPLICABLE LAW, VENUE.** Sentences 2&3 of Section 21 are hereby amended and restated in their entirety as follows:

"THIS MASTER LEASE AND EACH OTHER DOCUMENT WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF GEORGIA, AND ANY LEGAL ACTION OR PROCEEDING MAY BE BROUGHT IN THE FEDERAL OR STATE COURTS OF GEORGIA. BOTH PARTIES AGREE THAT, EXCEPT FOR YOUR INDEMNITY OBLIGATIONS UNDER THIS MASTER LEASE, NEITHER PARTY SHALL HAVE A REMEDY OF OR BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE OR EXEMPLARY DAMAGES, AND EACH PARTY EXPRESSLY WAIVES ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES (EXCEPT TO THE EXTENT PAYABLE BY YOU PURSUANT TO YOUR INDEMNITY OBLIGATIONS UNDER THIS MASTER LEASE)."