



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: **EQUIPMENT SCHEDULE No. 603-0284723-000** between **Lowndes County, GA** and **WELLS FARGO FINANCIAL LEASING, INC.**

"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, and amends Equipment Schedule No. 603-0284723-000 by and between you and us (the "Schedule"), which incorporates the terms and conditions of that certain Master Lease Agreement (the "Master Agreement"). The terms and conditions of the Master Agreement are incorporated in to the Schedule and together constitute a lease (the "Lease") between you and us for the Equipment described in the Schedule. 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 Schedule.

- 1. **TAX BENEFIT AND TAX INDEMNIFICATION.** Sentence 2 of Section 1 is hereby amended and restated in its entirety as follows:

"You will indemnify us for the loss of any income tax benefits in the event you (i) relocate or move any of the Equipment outside of the United States, (ii) sublease any Equipment or assign all or part of the Master Lease or any Lease to a tax-exempt entity as defined in Section 168 of the Internal Revenue Code, (iii) execute a certificate of acceptance for any Equipment which is not available for use at the time of such execution, (iv) pay any of the purchase price of the Equipment, other than any amount which is to be reimbursed in full by us, or (v) make modifications, addition or alterations to the Equipment which results in the such Equipment being classified as limited use property."

B. Limitations. The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Lease, or (b) prejudice any right or rights which we may now have or may have in the future under or in connection with the Lease or any of the other documents referred to therein. Except as expressly modified hereby or by express written amendments thereof, the terms and provisions of the Lease or any other documents or instruments executed in connection with the foregoing are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

C. Entire Agreement. This Amendment and the documents referred to herein represent your and our entire understanding regarding the subject matter hereof and supersede all of your and our prior and contemporaneous oral and written agreements with respect to the subject matter hereof.

D. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts and all of such counterparts shall together constitute one and the same instrument. Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Amendment is not binding or effective with respect to the Lease until executed by your and our respective authorized representatives.

**IN WITNESS WHEREOF**, you and we have caused this Amendment to be executed by each of our respective duly authorized representatives as of the date first above written.

**WELLS FARGO FINANCIAL LEASING, INC.**

**LESSEE: Lowndes County, GA**

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Signature of authorized signer

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Signature of authorized signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

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Date

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Date