

Equipment Schedule

FMV Purchase Option Lease

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

Equipment Schedule Number: 30
Master Agreement Number

dated as of August 24, 2023 to
dated as of August 24, 2023

Name and Address of Lessee:

LOWNDES COUNTY, GA
327 N Ashley St
Valdosta, GA 31601-5504

"Master Agreement" means that certain master agreement between you and us which has been assigned an account number corresponding to the Master Agreement Number referenced above. "Schedule" means this Equipment Schedule. "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." Each entity that signs below as Lessee agrees that its liability in connection with this Schedule is joint and several. The terms and conditions of the Master Agreement are incorporated into this Schedule, and together, this Schedule and the Master Agreement as it relates to this Schedule, constitute a lease ("Lease") between us and you for the Equipment described in this Schedule, provided however, that if the Lessor named above is not the lessor named in the Master Agreement, then, for purposes of the Lease evidenced by this Schedule, all references to the "lessor", "we" or "us" in said Master Agreement shall be deemed to refer to the Lessor named above. "Payment" shall mean any "Payment" or "Lease Payment" as such term is defined in the applicable Master Agreement, and shall be in the amount set forth in Section B herein. Capitalized terms used but not defined herein shall have the meanings given to them in the Master Agreement.

A. EQUIPMENT. Pursuant to the terms of the Lease, we agree to acquire and lease to you the Equipment listed below:
 See attached Schedule A.

Equipment Location: 327 N Ashley St, Valdosta, GA 31601-5504

THE PARTIES INTEND THIS LEASE TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

B. FINANCIAL TERMS

1. Term (No. of Months): 48	6. Purchase Option Price at end of Term (plus taxes): Fair Market Value
2. Payment: \$4,180.00 (plus applicable taxes)*	7. Approval Expiration Date: November 21, 2023
3. Frequency of Payment: Monthly (in Arrears)	
4. Administrative Fee: \$200.00 (will be billed on your first invoice)	
5. Lessee Purchase Order # (for invoicing purposes only):	

*In states assessing upfront sales tax and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the total amount funded by us under this Lease. In other states, the applicable sales tax and use tax is charged on a periodic basis, and will be included on your invoice. **If you are exempt from paying sales and use tax you shall provide to us a valid exemption certificate prior to the Commencement Date.**

- C. APPROVAL EXPIRATION DATE.** If the Commencement Date does not take place on or before the Approval Expiration Date set forth above, we may either terminate the Schedule, in which case you will pay us all amounts we have paid on account of any Equipment, or extend the Approval Expiration Date, provided that in consideration of any such extension, we reserve the right to adjust the lease rate factor and your Payments to maintain our after tax economic yield and cash flow. However, no such modifications will be binding on you unless and until you execute the modified Schedule (or other document containing all such modifications).
- D. DEEMED ACCEPTANCE.** Notwithstanding anything to the contrary in the Master Agreement, the Equipment will be deemed accepted by you on the date the Equipment is delivered to you, or any later date that we designate, which will be the Commencement Date assuming that you satisfy all other pre-conditions to the Lease, as determined by us. You will have five days following the delivery of the Equipment to notify us in writing that you would like to reject the Equipment. We may require that you verify your acceptance of the Equipment by telephone or an executed certificate of acceptance.
- E. PURCHASE OPTION.** Provided no default exists hereunder, upon not less than 90 days nor more than 180 days, prior written notice to us, at Lease expiration you will either (1) return all, but not less than all, of the Equipment; or (2) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for cash equal to the Purchase Option Price, plus applicable sales and use and other taxes.
- F. HOLDOVER RENT.** If you do not purchase the Equipment at the end of the Term, extend the Term, or fully comply with the Lease return conditions, this Lease WILL CONTINUE ON A MONTH-TO-MONTH BASIS NOTWITHSTANDING ANY EXPIRATION, CANCELLATION OR TERMINATION OF THE TERM OF THIS LEASE and you will pay us the same Payments and other Lease charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (plus applicable taxes) and the Payments shall be for the leasing of the Equipment and not be applied to the applicable purchase price. We may terminate such continued leasehold interest upon 30 days' notice to you.
- G. PROPERTY TAX ADMINISTRATION.** UNLESS THE EQUIPMENT IS TITLED, WE WILL FILE ALL PERSONAL PROPERTY TAX RETURNS COVERING THE EQUIPMENT AND WILL PAY THE PERSONAL PROPERTY TAXES LEVIED OR ASSESSED THEREON AND YOU WILL, PROMPTLY UPON DEMAND, PAY TO US, AS SUPPLEMENTAL RENT, AN AMOUNT EQUAL TO THE PROPERTY TAXES PAID BY US. IF THE EQUIPMENT IS TITLED, YOU AGREE TO FILE ALL PERSONAL PROPERTY TAX RETURNS ON THE APPLICABLE EQUIPMENT AND PROMPTLY PAY ALL PROPERTY TAXES WHICH MAY BE ASSESSED AGAINST SUCH EQUIPMENT, AND IF WE REQUEST, PROMPTLY PROVIDE US WITH PROOF OF SUCH PAYMENT. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a tax administrative fee equal to \$12 per unit of Equipment (not to exceed 10 units of Equipment) per year during the Term, not to exceed the maximum permitted by applicable law.
- H. RETURN OF EQUIPMENT.** If (1) a default occurs and we terminate the Lease, (2) you do not purchase the Equipment at the end of the Term, (3) you

THIS SCHEDULE INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

THIS SCHEDULE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL EXECUTED BY US.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

Lessor: **WELLS FARGO FINANCIAL LEASING, INC.**

Lessee: **LOWNDES COUNTY, GA**

nature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title