

## Lease Addendum (Georgia)

<b>CUSTOMER INFORMATION</b>	Lessee Name	Lease #	Annual Rate of Interest
	Billing Street Address/City/State/Zip	Schedule #	

This Addendum supplements the provisions of the Lease Agreement identified by the Lease Number and Schedule Number, if applicable, specified above ("Lease"). You and we make this Addendum an integral part of the Lease. Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Addendum, then this Addendum will control and prevail.

1. **County or Municipality.** You represent and warrant to us that you are a "county" or "municipality" of the State of Georgia, as such terms are used in Section 36-60-13 of the Official Code of Georgia Annotated.

2. **Lease Term.** The term of this Lease will begin on the date that you sign the Delivery and Acceptance Certificate and will continue until the last day of the then current calendar year, or if renewed, as provided below, until the last day of each succeeding calendar year for which it may be so renewed. At the end of each such calendar year, the term of this Lease will automatically renew unless you have given us at least thirty (30) days prior written notice of your decision not to renew this Lease, in which case this Lease will terminate on the last day of the then current calendar year, without any penalty or expense to you, except as to payments due during such calendar year. The term of this Lease will not be renewed and continued beyond the number of months identified in this Lease under the heading "Lease Term".

3. **Independent Contractor.** Lessor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be constructed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Lessor or any of its agents or employees to be the agent, employee or representative of Lessee.

4. **Indemnification.** Lessor and Lessee agree to indemnify and hold each other harmless from any and all (a) losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of contract, tort, strict liability or otherwise caused by or related to the manufacture, installation, ownership, maintenance, use, lease, possession, or delivery of the Equipment and (b) all costs and attorney's fees incurred by either party relating to any Claim brought by any third party. Each party will be responsible for their own costs, including attorney's fees, to defend

against any Claims brought by any third party. The obligations under this Section 4 of the Addendum shall survive the termination of this Agreement. This Section 4 replaces Section 14 of this Lease entitled "Indemnification".

5. **Authority and Authorization.** You represent and agree that: (a) the entering into and performance of this Lease is authorized under your State laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are a party; (b) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; and (c) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us. Also, upon our request, the opinion of counsel will provide that this Lease satisfies the requirements of Section 36-60-13 of the Official Code of Georgia Annotated. This Section 3 is added as an additional sequentially numbered section to this Lease entitled "Authority; Authorization".

6. It is the intent of the parties hereto that this Agreement fully comply with the provisions of Section 36-60-13 of the Official Code of Georgia Annotated. In this regard, the Lessee represents and warrants that the principal portion of Lease Payments, when added to the aggregate amount of debt incurred by the Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, does not exceed 10% of the assessed value of all taxable property with the boundaries of the Lessee.

7. **Taxes:** The Lessee, City, shall have no liability to the Lessor for payment of any tax from which Lessee, City, is exempt.

8. **Severability.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

9. **Choice of Law.** Regardless of any conflicting provisions in this Lease, **THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA.** This Section 9 replaces Section 17(a) of this Lease entitled "Choice of Law".

Lessee:

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

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

Lessor CIT Bank, N.A.

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

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date