



JOHN DEERE FINANCIAL

AMENDMENT TO MASTER LEASE AGREEMENT

This Amendment to Master Lease Agreement (this "Amendment") amends and supplements that certain Master Lease Agreement No. 0062998 dated as of the 14th day of ~~July~~ **2022** (the "Lease") by and between Deere Credit, Inc. ("Lessor", "we", "us" or "our") and Alachua County ("Lessee", "you" or "your").

RECITALS

WHEREAS, Lessee and Lessor desire to amend the terms and conditions of the Lease to further clarify certain provisions set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meaning given to them in the Lease.
2. Section 13 of the Lease is hereby deleted in its entirety and replaced with the following:

"13. **Indemnity.** You hereby agree to indemnify us for claims brought against us only to the extent that they are found to result from your sole negligence, your governing body, or your employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors or third party agents of the County. This indemnification shall not be construed as a waiver of the your sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which you could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against you must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of § 129, Florida Statutes, and Article VII, section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by us against you to only those damages caused by your sole negligence, and specifically not include any attorney's fees or costs associated therewith."

3. The second sentence of Section 15 of the Lease is hereby deleted in its entirety and replaced with the following:

"You irrevocably submit to the non-exclusive jurisdiction and venue of the federal and state courts located in Florida and will not claim it is an inconvenient forum for legal action."

4. Except as expressly amended by this Amendment, the terms and conditions of the Lease shall remain in full force and effect. This Amendment constitutes the complete understanding of the parties hereto and supersedes all prior understandings of the parties relating to the matters discussed herein. This Amendment may only be amended or modified by the terms of a written instrument signed by all parties hereto. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of this ____ day of _____, 20__.

DEERE CREDIT, INC.

ALACHUA COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____