

Amendment to Governmental Equipment Lease-Purchase Agreement

Contract Number 001-70176137



This Amendment to Governmental Equipment Lease-Purchase Agreement (this "Amendment"), dated _____, 2025 (the "Effective Date"), to the Governmental Equipment Lease-Purchase Agreement (the "Lease") for the Contract Number set out above is by and between the parties identified below.

PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37201

LESSEE:

CITY OF AUGUSTA, GEORGIA
535 Telfair Street
Augusta, GA 30901-2371

TERMS AND CONDITIONS

1. Capitalized terms used but not defined herein shall have the meaning given them in the Lease.
2. Except as provided herein, the Lease shall remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein shall be deemed to be a waiver or amendment of any other provision contained in the Lease or any of our rights or remedies under the Lease.
3. As of the Effective Date, the Lease is hereby amended as set forth below.

AMENDMENTS

1. Section 4 of the Lease (bearing the heading **Late Fee**) is amended and restated as follows:

Late Charges If we do not receive a Payment within forty-five (45) days of the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of three percent (3%) of such Payment or the highest charge allowed by law.
2. Section 12 of the Lease (bearing the heading **Default; Remedies**) is amended by deleting the words "ten (10) days" and substituting in lieu thereof "forty-five (45) days".
3. Section 16 of the Lease (bearing the heading **Applicable Law**) is amended by adding the following sentence at the end of the existing text thereof: "You consent to the jurisdiction of any state or federal court located within the State of Georgia."

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (print) _____

Title _____

Date _____

CITY OF AUGUSTA, GEORGIA

Signature _____

Name (print) _____

Title _____

Date _____

