



JOHN DEERE FINANCIAL

AMENDMENT TO MASTER LEASE AGREEMENT

This amendment (this "Amendment") amends and supplements that certain Master Lease Agreement entered into as of the 1st day of June, 2014 (the "Master Agreement") by and between **Deere Credit, Inc.** ("Lessor") and **El Dorado County Community Development Agency** ("Lessee").

RECITALS

WHEREAS, Lessee wishes to amend the certain provisions set forth in the Master Agreement and Lessor is willing to amend said provisions as set forth herein.

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 Master Agreement.
2. The seventh sentence of Section 1 of the Master Agreement is deleted in its entirety and replaced with the following:

"For any payment which is not received by its due date (except for the first and second payments due listed on Lease Schedule No. 030-0062929-000 for which no late fee or interest shall be charged, provided such payment is received within ten days of full execution of the Master Lease Agreement, and any attachments thereto), you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate."

3. The second sentence of Section 13 of the Master Agreement is deleted in its entirety and replaced with the following:

"You agree to defend and indemnify us, and hold us harmless, against all Claims (except to the extent such Claims are caused solely by our gross negligence or willful misconduct), although we reserve the right to control the defense and to select or approve defense counsel."

4. The provisions of this Amendment shall be effective as to all Schedules entered into on or after the date set forth below. Except as expressly modified by this Amendment, the terms and conditions of the Master Agreement remain in full force and effect. If there are any conflicts between the provisions of this Amendment and the Master Agreement, the terms of this Amendment shall be controlling. 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 September, 2014.

DEERE CREDIT, INC.

**EL DORADO COUNTY COMMUNITY
DEVELOPMENT AGENCY**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____