

8. **MISCELLANEOUS.** Sentence 8 of Section 22 is hereby amended and restated in its entirety as follows:

"You acknowledge that we may incur out-of-pocket costs and expenses in connection with the transactions contemplated by each Lease, and accordingly agree upon our request to pay (or reimburse us for the reasonable costs and expenses related to (a) documentary stamp taxes relating to a Lease; and (b) procuring your and any Guarantor's certified charter documents and good standing certificates."

B. **Limitations.** The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Master Agreement, or (b) prejudice any right or rights which we may now have or may have in the future under or in connection with the Master Agreement or any of the other documents referred to therein. Except as expressly modified hereby or by express written amendments thereof, the terms and provisions of the Master Agreement or any other documents or instruments executed in connection with the foregoing are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

C. **Entire Agreement.** This Amendment and the documents referred to herein represent your and our entire understanding regarding the subject matter hereof and supersede all of your and our prior and contemporaneous oral and written agreements with respect to the subject matter hereof.

D. **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties on separate counterparts and all of such counterparts shall together constitute one and the same instrument. Except as expressly modified hereby, all terms and provisions of the Master Agreement shall remain in full force and effect. This Amendment is not binding or effective with respect to the Master Agreement until executed by your and our respective authorized representatives.

IN WITNESS WHEREOF, you and we have caused this Amendment to be executed by each of our respective duly authorized representatives as of the date first above written.

WELLS FARGO FINANCIAL LEASING, INC.

LESSEE: Lowndes County, GA

Signature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

Date

Date