

**AGREEMENT TO REASSIGN INTEREST IN EQUIPMENT**

This Agreement to Reassign Interest In Equipment entered into this 25th day of October, 2007 by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County", and the Yulee Volunteer Fire Department, hereinafter referred to as "Yulee".

WITNESSETH

**WHEREAS**, the Yulee Volunteer Firemen's Association entered into Lease with Option to Purchase Agreements on February 14, 2001 and January 15, 2002, for certain fire protection equipment more particularly described within said Agreements; and

**WHEREAS**, the County, Yulee, and the Kansas State Bank of Manhattan, have entered into an Assignment and Amendment Agreements regarding said equipment in order that the Yulee Volunteer Fire Department (Assignor) assigned to Nassau County, Florida (Assignee) its right, title, interest in as well as all obligations under said Lease Agreement.

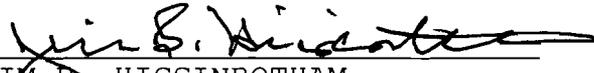
**NOW, THEREFORE**, for good and valuable consideration in hand received and acknowledged both as to receipt and sufficiency, the Parties, Nassau County, Florida (County) and the Yulee Volunteer Fire Department (Yulee) agree as follows:

1. Yulee agrees that the County shall deduct from Yulee's quarterly payments pursuant to a contract for fire protection services all amounts paid to Kansas State Bank of Manhattan pursuant to the two (2) attached Assignment and Amendment Agreements.
2. Nassau County agrees that upon receipt of title to the equipment described in the attached Assignments and in consideration of having deducted the payments to Kansas State Bank of Manhattan therefor that Nassau County will reconvey to Yulee Volunteer Fire Department said equipment at that time as long as the Yulee Volunteer Fire Department

continues operating under and in compliance with the contract and remains in good standing then the Board would agree to convey to Yulee Volunteer Fire Department said equipment.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to Reassign Interest in Equipment as of the date first above written.

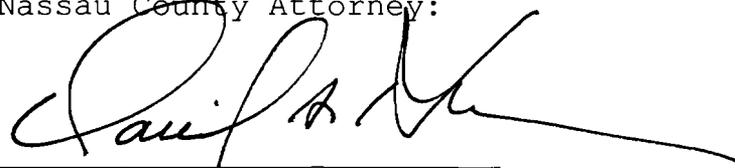
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
JIM B. HIGGINBOTHAM  
Its: Chairman

Attest as to Chairman's  
Signature:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
EX-OFFICIO CLERK

Approved as to form by the  
Nassau County Attorney:

  
\_\_\_\_\_  
DAVID A. HALLMAN

YULEE VOLUNTEER FIRE DEPARTMENT

  
\_\_\_\_\_  
JOSEPH E. KING  
Its: Chief

## ASSIGNMENT AND AMENDMENT AGREEMENT

This Assignment and Amendment Agreement (Assignment Agreement) dated as of September 1, 2007, is between Yulee Volunteer Fire Department ("Assignor"), Nassau County, Florida ("Assignee") and Kansas State Bank of Manhattan, ("Lessor").

### WITNESSETH:

**WHEREAS**, Assignor is the Lessee on the Lease With Option to Purchase Agreement dated as of February 14, 2001, (the "Lease Agreement"), with Kansas State Bank of Manhattan ("Lessor") pursuant to which the equipment more particularly described therein is being financed by the Assignor from the Lessor or any duly assigned assignee of the Lessor, and

**WHEREAS**, Assignor desires to sell, assign and transfer to Assignee all of Assignor's right, title and interest in, to and under the Lease Agreement and the Equipment upon the terms and conditions stated below, and

**WHEREAS**, Assignor further desires to assign all of Assignor's obligations under the Lease Agreement to the Assignee including but not limited to Assignor's obligation to make all rental payments which are due under the Lease Agreement to the Lessor or any duly assigned assignee of the Lessor, and

**WHEREAS**, Assignee is willing to receive the rights, title and interest of the Assignor in the Lease Agreement and the equipment and to assume the obligations of the Assignee under the Lease Agreement including, but not limited to, the obligation to pay the rental payments due thereunder provided that certain provisions of the Lease Agreement are amended, and

**WHEREAS**, the Lessor hereby acknowledges that the Lessor has been properly noticed of the execution of this Assignment Agreement and that the Lessor consents to the terms of this Assignment Agreement and to the amendments included herein.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

1. In consideration of the covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title, interest in as well as all of its obligations under the Lease Agreement together with all amendments, agreements, documents and writings all of which relate to the Lease Agreement and furthermore assigns to Assignee all of its right, title and interest in the equipment listed on Exhibit A of the Lease Agreement.
2. Assignor hereby represents to the Assignee that, as of the date of this transfer, Assignor has complied with and performed all obligations of Lessee under the Agreement and all related documents and instruments unless otherwise disclosed by Assignor to Assignee.
3. Assignor hereby represents to the Assignee that the Agreement delivered to Assignee herewith is a fully executed copy of the Agreement and represents the entire writing, obligation and agreement between the Assignor and the Lessor and that Assignor has not made any representations, oral or written, to Assignee that in any way conflict with any of the terms of the Agreement.
4. Assignor hereby represents that Assignor has made no sale or assignment of the Assignee's interest in this Agreement except to the Assignee.
5. Assignor hereby agrees that, at the request of the Assignee, Assignor shall execute and deliver such further acknowledgments, agreements, and instruments of assignment, transfer and assurance, including bills of sale for the equipment, and do all such further acts and things as may be necessary or appropriate in the reasonable opinion of Assignee to give effect to the provisions hereof and to more perfectly confirm the rights, titles and interests assigned and transferred to Assignee.
6. Assignee hereby agrees that they will willingly receive all the rights, title and interest of the Assignor in the Lease Agreement and the equipment and furthermore agrees to assume the obligations of the Assignee under the Lease Agreement including, but not limited to, the obligation to make the rental payments due thereunder provided that the Lease Agreement is amended as follows:
  - a. Section 2.01(a) is hereby replaced in its entirety with the following language:  
Section 2.01(a). Lessee is an "issuer of tax exempt obligations" because Lessee is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code")
  - b. Section 4.01 is hereby replaced in its entirety with the following language:  
Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term and the funds to make such Rental Payments are otherwise unavailable by any lawful means whatsoever, then Lessee shall have the option to non-appropriate the

funds to pay the Rental Payments for the next Renewal Term. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under this Agreement and from using any moneys to pay the Rental Payments due under this Agreement for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under this Agreement regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment to Lessor as provided herein and conveyed to Lessor or released its interest in the Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor as provided below in Section 9.04. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver the Equipment to Lessor, then Lessor shall have the right to obtain a judgement against Lessee in an amount not less than the sum of all Rental Payments then due plus the then applicable Purchase Option Price. If Lessee non-appropriates under this section, then Lessee shall not purchase, lease or rent Equipment performing same or similar functions to those performed by the Equipment for a period of 360 days unless otherwise prohibited by public policy considerations.

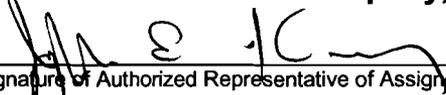
c. Section 9.02 is hereby replaced in its entirety with the following language:

Section 9.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right to take one or any combination of the following remedial steps: (a) With or without terminating this Agreement, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Budget Year to be immediately due and payable. (b) With or without terminating this Agreement, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment to Lessor as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the event of default occurs. If Lessee fails to deliver the Equipment, then Lessor shall have the right to obtain a judgement against Lessee in an amount not less than the sum of all Rental Payments then due plus the then applicable Purchase Option Price. Notwithstanding that Lessor has taken possession of the Equipment, Lessee shall still be obligated to pay the remaining Rental Payments due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to the Equipment caused by Lessee or its employees or agents. (c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Lessee shall be responsible to Lessor for all costs incurred by Lessor in the enforcement of its rights under this Agreement including, but not limited to, reasonable attorney fees.

7. The Lessor hereby acknowledges that the Lessor has been duly noticed of this Assignment Agreement and consents to the terms of this Assignment Agreement and to the amendments to the Lease Agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

**Yulee Volunteer Fire Company, Assignor**

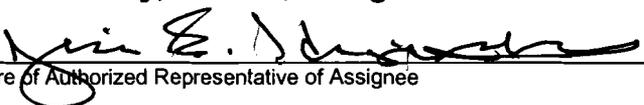
  
\_\_\_\_\_  
Signature of Authorized Representative of Assignor

JOSEPH E. KING CHIEF  
Typed name and Title of Authorized Representative

Attest as to Chairman's signature:

  
\_\_\_\_\_  
John A. Crawford  
Ex-Officio Clerk

**Nassau County, Florida, Assignee**

  
\_\_\_\_\_  
Signature of Authorized Representative of Assignee

Jim B. Higginbotham, Board of County Commissioners Nassau County, Chairman  
Typed name and Title of Authorized Representative

Approved as to form by the  
Nassau County Attorney:

**Kansas State Bank of Manhattan, Lessor**

  
\_\_\_\_\_  
Signature of Authorized Representative of Lessor

  
\_\_\_\_\_  
David A. Hallman

MARK A. SKOCHDOPOLE, VICE PRESIDENT  
Typed name and Title of Authorized Representative

**Information Return for Small Tax-Exempt  
Governmental Bond Issues, Leases, and Installment Sales**

Department of the Treasury  
Internal Revenue Service

Under Internal Revenue Code section 149(e)

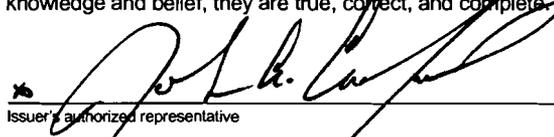
**Caution:** Use Form 8038-G if the issue price of the issue is \$100,000 or more.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>
1. Issuer's name <b>Nassau County, Florida</b>		2. Issuer's employer identification number <b>59 1863042</b>
3. Number and street (or PO Box if mail is not delivered to street address) <b>P.O. BOX 1010</b>		Room/Suite
4. City, town, or post office, state, and ZIP code <b>FERNANDINA BEACH, FL. 32035</b>		5. Report number <b>5</b>
6. Name and title of officer or legal representative whom the IRS may call for ore information <b>JOHN A. CRAWFORD</b>		7. Telephone number of officer or legal representative <b>(904) 548-4600</b>

<b>Part II Description of Obligations</b> (Check if reporting: a single issue <input type="checkbox"/> or on a consolidated basis <input type="checkbox"/> )	
8a Issue price of obligation(s) (see instructions) . . . . .	8a \$
b Issue date (single issue) or calendar year (consolidated) (see instructions) ____/____/____	
9 Amount of the reported obligation(s) on line 8a:	
a Used to refund prior issue(s) . . . . .	9a
b Representing a loan from the proceeds of another tax-exempt obligation (e.g., bond bank) . . . . .	9b
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box . . . . .	<input type="checkbox"/>
11 If any obligation is in the form of a lease or installment sale, check this box . . . . .	<input type="checkbox"/>
12 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box . . . . .	<input type="checkbox"/>

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete.

**Please Sign Here**

	11/1/07	<b>JOHN A. CRAWFORD</b>
Issuer's authorized representative	Date	Type or print name and title

**GENERAL INSTRUCTIONS**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with information required by section 149(e) and to monitor the requirements of sections 141 - 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC. Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file **Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.**

**Filing a separate return**—Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 12 instructions).

**Filing a consolidated return**—For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a

consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

**When to File**

To file a **separate return**, file Form 8038-GC on or before the 15<sup>th</sup> day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a **consolidated return**, file Form 8038-GC on or before February 15<sup>th</sup> of the calendar year in which the issue is issued.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 88-10, 1988-1 C.B.635, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "This Statement is Submitted in Accordance with Rev. Proc. 88-10." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents.

**Where to File**

File Form 8038-GC with the Internal Revenue Service Center, Ogden, UT 84201.

**Other Forms that May be Required**

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use **Form 8038-T, Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate.** For private activity bonds, use **Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.**

**Rounding to Whole Dollars**

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 cents through 99 cents to the next higher dollar.

**Definitions**

**Obligations.** This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

**Tax-exempt obligation.** This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond, (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

More than 10% of the proceeds are to be used for any private activity business use

## ASSIGNMENT AND AMENDMENT AGREEMENT

This Assignment and Amendment Agreement (Assignment Agreement) dated as of September 1, 2007, is between Yulee Volunteer Fire Department ("Assignor"), Nassau County, Florida ("Assignee") and Kansas State Bank of Manhattan, ("Lessor").

### WITNESSETH:

**WHEREAS**, Assignor is the Lessee on the Lease With Option to Purchase Agreement dated as of January 15, 2002, (the "Lease Agreement"), with Kansas State Bank of Manhattan ("Lessor") pursuant to which the equipment more particularly described therein is being financed by the Assignor from the Lessor or any duly assigned assignee of the Lessor, and

**WHEREAS**, Assignor desires to sell, assign and transfer to Assignee all of Assignor's right, title and interest in, to and under the Lease Agreement and the Equipment upon the terms and conditions stated below, and

**WHEREAS**, Assignor further desires to assign all of Assignor's obligations under the Lease Agreement to the Assignee including but not limited to Assignor's obligation to make all rental payments which are due under the Lease Agreement to the Lessor or any duly assigned assignee of the Lessor, and

**WHEREAS**, Assignee is willing to receive the rights, title and interest of the Assignor in the Lease Agreement and the equipment and to assume the obligations of the Assignee under the Lease Agreement including, but not limited to, the obligation to pay the rental payments due thereunder provided that certain provisions of the Lease Agreement are amended, and

**WHEREAS**, the Lessor hereby acknowledges that the Lessor has been properly noticed of the execution of this Assignment Agreement and that the Lessor consents to the terms of this Assignment Agreement and to the amendments included herein.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

1. In consideration of the covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title, interest in as well as all of its obligations under the Lease Agreement together with all amendments, agreements, documents and writings all of which relate to the Lease Agreement and furthermore assigns to Assignee all of its right, title and interest in the equipment listed on Exhibit A of the Lease Agreement.
2. Assignor hereby represents to the Assignee that, as of the date of this transfer, Assignor has complied with and performed all obligations of Lessee under the Agreement and all related documents and instruments unless otherwise disclosed by Assignor to Assignee.
3. Assignor hereby represents to the Assignee that the Agreement delivered to Assignee herewith is a fully executed copy of the Agreement and represents the entire writing, obligation and agreement between the Assignor and the Lessor and that Assignor has not made any representations, oral or written, to Assignee that in any way conflict with any of the terms of the Agreement.
4. Assignor hereby represents that Assignor has made no sale or assignment of the Assignees interest in this Agreement except to the Assignee.
5. Assignor hereby agrees that, at the request of the Assignee, Assignor shall execute and deliver such further acknowledgments, agreements, and instruments of assignment, transfer and assurance, including bills of sale for the equipment, and do all such further acts and things as may be necessary or appropriate in the reasonable opinion of Assignee to give effect to the provisions hereof and to more perfectly confirm the rights, titles and interests assigned and transferred to Assignee.
6. Assignee hereby agrees that they will willingly receive all the rights, title and interest of the Assignor in the Lease Agreement and the equipment and furthermore agrees to assume the obligations of the Assignee under the Lease Agreement including, but not limited to, the obligation to make the rental payments due thereunder provided that the Lease Agreement is amended as follows:
  - a. Section 2.01(a) is hereby replaced in its entirety with the following language:  
Section 2.01(a). Lessee is an "issuer of tax exempt obligations" because Lessee is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code")
  - b. Section 4.01 is hereby replaced in its entirety with the following language:  
Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term and the funds to make such Rental Payments are otherwise unavailable by any lawful means whatsoever, then Lessee shall have the option to non-appropriate the

funds to pay the Rental Payments for the next Renewal Term. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under this Agreement and from using any moneys to pay the Rental Payments due under this Agreement for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under this Agreement regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment to Lessor as provided herein and conveyed to Lessor or released its interest in the Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor as provided below in Section 9.04. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver the Equipment to Lessor, then Lessor shall have the right to obtain a judgement against Lessee in an amount not less than the sum of all Rental Payments then due plus the then applicable Purchase Option Price. If Lessee non-appropriates under this section, then Lessee shall not purchase, lease or rent Equipment performing same or similar functions to those performed by the Equipment for a period of 360 days unless otherwise prohibited by public policy considerations.

c. Section 9.02 is hereby replaced in its entirety with the following language:

Section 9.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right to take one or any combination of the following remedial steps: (a) With or without terminating this Agreement, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Budget Year to be immediately due and payable. (b) With or without terminating this Agreement, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment to Lessor as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the event of default occurs. If Lessee fails to deliver the Equipment, then Lessor shall have the right to obtain a judgement against Lessee in an amount not less than the sum of all Rental Payments then due plus the then applicable Purchase Option Price. Notwithstanding that Lessor has taken possession of the Equipment, Lessee shall still be obligated to pay the remaining Rental Payments due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to the Equipment caused by Lessee or its employees or agents. (c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Lessee shall be responsible to Lessor for all costs incurred by Lessor in the enforcement of its rights under this Agreement including, but not limited to, reasonable attorney fees.

7. The Lessor hereby acknowledges that the Lessor has been duly noticed of this Assignment Agreement and consents to the terms of this Assignment Agreement and to the amendments to the Lease Agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

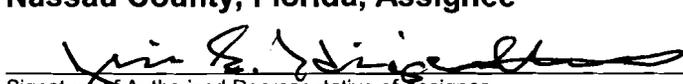
**Yulee Volunteer Fire Company, Assignor**

  
Signature of Authorized Representative of Assignor

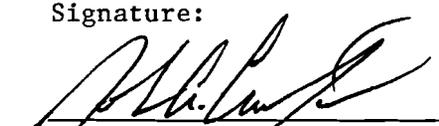
JOSEPH B. KING CHIEF  
Typed name and Title of Authorized Representative

Attest as to Chairman's  
Signature:

**Nassau County, Florida, Assignee**

  
Signature of Authorized Representative of Assignee

Jim B. Higginbotham, Board of County Commissioners Nassau County, Chairman  
Typed name and Title of Authorized Representative

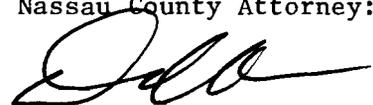
  
John A. Crawford  
Ex-Officio Clerk

**Old National Bank of Evansville, Lessor (as a duly assigned Assignee of Kansas State Bank of Manhattan)**

  
Signature of Authorized Representative of Lessor

GEORGE W. DAY III VICE PRESIDENT  
Typed name and Title of Authorized Representative

Approved as to form by the  
Nassau County Attorney:

  
David A. Hallman



**EXHIBIT B 01-01**  
**PAYMENT SCHEDULE**  
(revised January 2008)

**RE: Lease with Option to Purchase Agreement dated as of January 15, 2002, between Kansas State Bank of Manhattan (Lessor) and Yulee Volunteer Fire Department (Lessee), as amended by the Assignment and Amendment Agreement dated as of September 1, 2007 between Yulee Volunteer Fire Department ("Assignor"), Nassau County, Florida ("Assignee") and Kansas State Bank of Manhattan ("Lessor").**

<b>Pmt No.</b>	<b>Due Date</b>	<b>Rental Payment</b>	<b>Applied to Interest</b>	<b>Applied to Principal</b>	<b>*Purchase Option Price</b>
1	12/1/2002	\$ 14,437.85	\$ 3,843.81	\$ 10,594.04	na
2	12/1/2003	\$ 14,437.85	\$ 1,302.55	\$ 13,135.30	na
3	12/1/2004	\$ 14,437.85	\$ 1,135.07	\$ 13,302.78	na
4	2/26/2007	\$ 15,234.63	\$ 15,797.39	\$ 562.76-	na
5	11/15/2007	\$ 15,508.31	\$ 3,153.14	\$ 12,355.17	\$ 65,312.50
6	12/7/2007	\$ 14,437.85	\$ 215.41	\$ 14,222.44	\$ 49,509.18
7	12/01/2008	\$ 14,414.08	\$ 2,750.95	\$ 11,663.13	\$ 39,289.92
8	12/01/2009	\$ 14,414.08	\$ 2,116.83	\$ 12,297.25	\$ 26,820.69
9	12/01/2010	\$ 14,414.08	\$ 1,448.23	\$ 12,965.85	\$ 13,734.23
10	12/01/2011	\$ 14,414.08	\$ 743.28	\$ 13,670.80	\$ 0.00

This Exhibit B 01-01, Payment Schedule (revised Dec.2007), dated as of January 15, 2002, shall replace and supercede the previously signed Exhibit B, Payment Schedule that was signed on behalf of the Lessee by Joe King, Chief. By signing below, both parties agree that this Exhibit B 01-01 is now the operative Payment Schedule for the above referenced Agreement and all Rental Payments under this Agreement are now due as shown above.

Nassau County, Florida

Signature

**Barry Holloway, Vice Chair**

**Nassau County Board of County Commissioners**  
Typed Name and Title

Kansas State Bank of Manhattan

Signature

**MARK A. SKOCHDOPOLE, VICE PRESIDENT**

Typed Name and Title

\*Assumes all Rental Payments due to date are paid.

**Vice**

**Attest as to Chair's signature:**

**John A. Crawford, Ex-Officio Clerk**

**Approved as to form:**

**David A. Hallman, County Attorney**