

**AMENDMENT NO. 1 DATED 4/25/2012
TO THE MASTER LEASE AGREEMENT DATED 4/25/2012
BETWEEN City of Roswell, Georgia
AND DELL FINANCIAL SERVICES L.L.C.**

This Amendment is made part of and modifies the Master Lease Agreement and any subsequent amendments thereto (hereinafter referred to as the "Agreement") between City of Roswell, Georgia ("Lessee") and Dell Financial Services L.L.C. ("Lessor"). Terms not defined otherwise herein shall have the meaning ascribed to them in the Agreement. To the extent of any conflict or inconsistency between this Amendment and the terms and conditions of the Agreement, this Amendment will prevail.

The Agreement is hereby modified as follows:

1. Section 4, "Rent; Taxes; Payment Obligation".

Add as a new last sentence to subsection (c): "Provided no Event of Default has occurred or is continuing, Lessor shall assign to Lessee any and all rights which Lessor may have against the Seller, Manufacturer, Vendor, Licensor or Maintenance Provider, arising from, or in any way connected with, any defect in any Product, or if any Product is unsatisfactory for any reason."

2. Section 5, "Appropriation of Funds".

Add as a new subsection (d), the following:

"(d) Notwithstanding any other provisions of this paragraph of this Agreement, or any other provision of this Agreement, including the provisions of Exhibit "A" attached hereto or any other provision of any other attachment hereto:

(1) This Agreement shall terminate absolutely and without further obligation on the part of Lessee at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may have been renewed as hereinafter provided.

(2) This Agreement shall be automatically renewed for the next succeeding calendar year during the Lease Term hereof, unless Lessee has provided sixty (60) days prior written notification to Lessor that it is Lessee's intention to terminate the Agreement at the end of the then current calendar year.

(3) The total obligation of Lessee under this Agreement for the calendar year 20__ and each applicable succeeding calendar year for which this Agreement is renewed, is set forth on Exhibit "A".

(4) This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Lessee under this Agreement.

(5) The provisions of this Agreement shall be deemed to obligate Lessee only for those sums payable during the calendar year of execution, or, in the event of renewal, for those sums payable in the individual calendar year renewal term.

(6) This Agreement shall not be deemed to create a debt of Lessee for the payment of any sum beyond the calendar year of its execution, or, in the event of renewal, beyond the calendar year of such renewal.

(7) Whenever in this Agreement the phrase, "Fiscal Period" is used, such phrase shall be construed for all purposes hereunder to mean a calendar year."

Except as amended hereby, the Agreement is restated and shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by each party as of the day and year first above written.

LESSOR:
DELL FINANCIAL SERVICES L.L.C.

LESSEE:
City of Roswell, Georgia

By: _____

By: _____

Title: _____

Title: _____