

**FIRST ADDENDUM TO LEASE AGREEMENT BETWEEN  
IAH PUBLIC FACILITY CORPORATION AND POLK COUNTY, TEXAS**

This First Addendum to Lease Agreement Between IAH Public Facility Corporation and Polk County, Texas (hereinafter "Addendum") is entered into by and between the IAH Public Facility Corporation (hereinafter "Lessor") and Polk County, Texas (hereinafter "Lessee") on the 18th day of December, 2006.

**RECITALS**

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement between IAH Public Facility Corporation and Polk County, Texas, dated November 1, 2004 (hereafter "Lease"); and

WHEREAS, the purpose of the Lease is to provide for the financing of the construction and acquisition of a detention facility, and acquisition of the property upon which it is located, ("Detention Facility") by the Lessee; and

WHEREAS, the intent of the Lessor and Lessee is that the legal title to the Detention Facility vest in the Lessee at the end of the term of the Lease if all rentals have been paid, or upon the Lessee's exercise of its option to purchase under the Lease; and

WHEREAS, the Lease contains clerical errors in this regard which are in need of clarification and correction.

NOW, THEREFORE, the Lessor and the Lessee agree that the Lease should be, and is hereby **Amended** as set forth below:

Section 12.3 currently reads:

12.3 Return of Project. Upon the expiration or termination of this Lease pursuant to Section 5.2(a) or (c), Lessee shall deliver possession of the Project to Lessor in the condition, repair, appearance and working order required in Section 7.1 hereof, and shall, within ten (10) days thereafter, release its interest in the Project granted by this Lease.

Section 12.3 is **Corrected** and **Amended** hereby, effective as of its original execution date, so that it shall provide as follows:

12.3 Return of Project. Upon the expiration or termination of this Lease pursuant to Section 5.2 (b), Lessee shall deliver possession of the Project to Lessor in the condition, repair, appearance and working order required in Section 7.1 hereof, and shall, within ten (10) days thereafter, release its interest in the Project granted by this Lease.

Article XIII currently reads:

ARTICLE XIII

TITLE

During the Term of this Lease, legal title to the Project and any and all repairs, replacements, substitutions and modifications to it shall be in Issuer, subject to Lessee's interest therein under the provisions of this Lease. Lessee shall not permit any lien or encumbrance of any kind to exist against the title to the Project other than Permitted Encumbrances. Upon termination of this Lease for either of the reasons specified in Sections 5.2(b) hereof, legal title to the Project shall become vested in Lessee and Lessor, Issuer and Trustee shall execute and deliver to Lessee at Lessee's expense such documents of Lessee may request to evidence the transfer of title to the Project to Lessee and the termination of Issuer's and Trustee's interests in the Project created under this Lease, the Trust Indenture and the Deed of Trust. Upon termination of this lease for either of the reasons specified in Sections 5.2(a) or (c) hereof, all interest of Lessee in the Project pursuant to this Lease immediately shall revert to Trustee, free of any right, title or interest of Lessee.

Article XIII is **Corrected** and **Amended** hereby, effective as of its original execution date, so that it shall provide as follows:

ARTICLE XIII

TITLE

During the Term of this Lease, legal title to the Project and any and all repairs, replacements, substitutions and modifications to it shall be in Issuer, subject to Lessee's interest therein under the provisions of this Lease. Lessee shall not permit any lien or encumbrance of any kind to exist against the title to the Project other than Permitted Encumbrances. Upon termination of this Lease for either of the reasons specified in Sections 5.2 (a) or (c) hereof, legal title to the Project shall become vested in Lessee and Lessor, Issuer and Trustee shall execute and deliver to Lessee at Lessee's expense such documents of Lessee may request to evidence the transfer of title to the Project to Lessee and the termination of Issuer's and Trustee's interests in the Project created under this Lease, the Trust Indenture and the Deed of Trust. Upon termination of this lease for the reason specified in Section 5.2 (b) hereof, all interest of Lessee in the Project pursuant to this Lease immediately shall revert to Trustee, free of any right, title or interest of Lessee.

Except to the extent necessary to carry out the Amendments set forth above, all other terms of the Lease shall remain unchanged.

IN WITNESS WHEREOF, Lessor has caused this Addendum to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Addendum to be executed in its name by its duly authorized officer, as of the date first above written.

LESSOR:

IAH PUBLIC FACILITY CORPORATION

By: John P. Thompson  
Its President

ATTEST:

Darrell Longino  
Its: Secretary

THE STATE OF TEXAS     )  
  ) ss.  
COUNTY OF POLK         )

BEFORE ME, the undersigned authority, on this day personally appeared John P. Thompson, the President, and Darrell Longino, the Secretary of IAH Public Facility Corporation, a Texas non-profit public corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 18th day of December, 2006.



Marcia Cook  
Notary Public, State of Texas

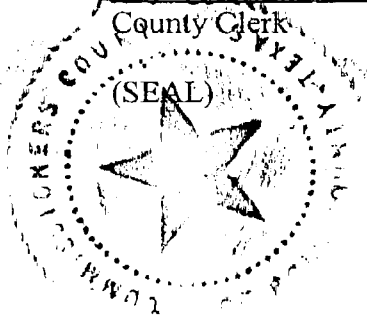
LESSEE:

POLK COUNTY, TEXAS

By: John P. Thompson  
County Judge

ATTEST:

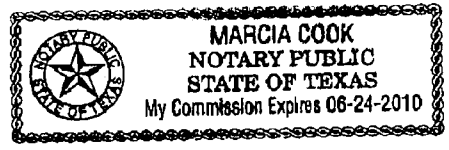
Brianne Hildebrand  
County Clerk



THE STATE OF TEXAS )  
 ) ss.  
COUNTY OF POLK )

BEFORE ME, the undersigned authority, on this day personally appeared **John P. Thompson**, County Judge, and **Barbara Middleton**, County Clerk, of Polk County, known to me to be the persons whose names are subscribed to the forgoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 18th day of December, 2006.



Marcia Cook  
Notary Public, State of Texas

# Rone Engineering

COPY

- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS TESTING
- ENVIRONMENTAL CONSULTING
- FORENSIC ENGINEERING

December 22, 2006

AF Architects  
 Mr. Armand Fisher  
 P.O.Box 2667  
 Weatherford, TX 776086

Phone No. (817) 594-8422

RE: Revised cost for asbestos management and consulting Services.  
 Polk County Temporary Office Facility  
 602 E. Church St.  
 Livingston, TX 77351

Dear Mr. Fisher:

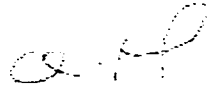
Pursuant to your request, Rone Engineer's Services Ltd. (Rone) is pleased to provide the enclosed revised cost for the Asbestos Consulting and project management in the Polk County Temporary Office Facility .

Due to the discovery of new ACM the following table will explain the change order for each phase:

Phase	Original Contract Cost	Change Order	Total
Phase 1	\$3050	\$3050	\$6100
Phase 2	\$3050	\$2500	\$5550
Phase 3	\$3050	\$2500	\$5550
<b>Total</b>	<b>\$9150</b>	<b>\$8050</b>	<b>\$17200</b>

Sincerely yours,

**RONE ENGINEER'S SERVICES, LTD**



Qasem Sharif, IAC  
 Project Manager  
 Facilities Environmental Service

Date : \_\_\_\_\_

Accepted By : \_\_\_\_\_

Name and Title : \_\_\_\_\_

DALLAS/FORT WORTH  
 8908 AMBASSADOR ROW  
 DALLAS, TEXAS 75247  
 TELEPHONE 214-630-9745  
 TELEPHONE 817-284-1318  
 FACSIMILE 214-630-9819

HOUSTON  
 7701 WEST LITTLE YORK  
 SUITE 600  
 HOUSTON, TEXAS 77040  
 TELEPHONE 713-996-9979  
 FACSIMILE 713-996-9972

AUSTIN  
 4221 FRIEDRICH LANE  
 SUITE 155  
 AUSTIN, TEXAS 78744  
 TELEPHONE 512-462-2733  
 FACSIMILE 512-462-1155

Polk County Summary

	As Bid	Change order	Phase Total	Date	Reason
Phase 1	\$3,050.00	\$3,050.00	\$6,100.00	10/09/06	600 sf AC duct insulation contains ACM; survey and letter report done at no charge
Phase 2	\$3,050.00	\$2,500.00	\$5,550.00	10/30/06	2700 sf of AC duct insulation identified during abatement process, removal about doubles time on site
Phase 3	\$3,050.00	\$2,500.00	\$5,550.00	10/30/06	as above, half of the 2700 sf to be removed in Phase 2, and half in Phase 3
	<b>\$9,150.00</b>	<b>\$8,050.00</b>	<b>\$17,200.00</b>		

Polk Co. Annex  
 P/NE ADD SERVICE  
 11/6/06