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 ADDENDUM TO AMENDED AND RESTATED FACILITY OPERATION AND  
 MANAGEMENT SERVICES AGREEMENT

This Addendum to Amended and Restated Facility Operation and Management Services Agreement (hereinafter "Addendum") is entered into by and between Polk County, Texas (hereinafter "County") and Civigenics-Texas, Inc. (hereinafter "Operator") to become effective as set forth herein.

RECITALS

WHEREAS, the County and the Operator entered into that certain amended and Restated Operation and Management Services Agreement dated December 21, 2006 (hereinafter "Agreement") under which Operator is managing and operating the 1054 bed Polk County Detention Center (hereinafter "Facility") on behalf of the County; and

WHEREAS, Section 3.04(a) of the Agreement provides for the Operator to be paid a fixed per prisoner, per diem of \$34.75; and

WHEREAS, Section 3.04(b) of the Agreement provides for the Operator to pay the County a County Administrative Fee of \$2.75 per prisoner, per day when the Facility is at an inmate population of 526 or less, and \$4.25 per prisoner, per day for each prisoner in excess of 526 prisoners; and

WHEREAS, on July 25, 2007, the United States Immigration and Customs Enforcement (hereinafter "ICE"), requested additional services for prisoner/detainees that it placed at the Facility. This required an increase to the per prisoner/per day fee charged to ICE, and an Intergovernmental Service Agreement (hereinafter "IGSA") was entered into by the County with ICE providing for a per prisoner/per diem of \$55.95. The accompanying increased costs to the Operator necessitated an increase in the Operator's per prisoner/per diem rate to \$41.70, which increase was approved by the County. ; and

WHEREAS, ICE thereafter again requested additional services and supervision for its prisoners assigned to the Facility, which resulted in increased costs to the Operator necessitating an increase in the per prisoner/per diem paid by ICE; and

WHEREAS, pursuant to the IGSA approved by the County and dated March 1, 2008, ICE agreed to pay a per prisoner/per diem of \$57.65; and

WHEREAS, the increased cost to the Operator necessitated that the Operator be paid an increased per prisoner/per diem rate of \$43.40, which was approved by the County; and

WHEREAS, it is necessary and appropriate to amend the Agreement by this Addendum to reflect these changes.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement is amended by this Addendum to add Section 3.04A, which provides as follows:

3.04A FOR PRISONERS/DETAINEES OF THE U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT ONLY. Operator shall be paid a fixed fee per prisoner, per day (actual occupancy) for the operation and management services provided hereunder to be paid on a monthly basis from the Operating Account. The compensation to Operator shall be payable solely out of the Operating Account, and solely on a fixed per diem basis in the following priority as available from the Operating Account on a monthly basis:

(a). Effective from July 25, 2007-A fixed per prisoner, per diem fee of \$41.70.  
Effective from March 1, 2008-A fixed per prisoner, per diem fee of \$43.40.

(b). The Immigration and Customs Enforcement prisoners/detainees shall be counted in determining the County Administrative Fee due the County under 3.04 (b.), and the County shall be paid the County Administrative Fee on all such prisoners/detainees.

The minimum aggregate annual Administrative Fee to the County shall continue to apply as set forth in 3.04(b) above.

In addition, Operator shall pay the County a \$1.00 per prisoner, per day Additional County Administrative Fee for all U.S. Immigration and Customs Enforcement prisoners/detainees housed at the Facility, to be paid to the County monthly. This is in addition to the County Administrative Fee addressed in 3.04(b.).

(c). In the event that the Operator is not paid its full compensation as set forth in Section 3.04A(a) hereof for any calendar month, the deficiency in such payment shall be carried over to the following months and added to the Operator's Compensation due in following months during the term of this Agreement. On the termination of this Agreement, the unpaid compensation due and owing to the Operator shall be paid solely to the extent that monies are available therefor in the Operating Account, but only after all other Operation and Management Costs (as defined in the Trust Indenture), and any Operator Fee (Cost Plus) (as defined in the Trust Indenture) has been paid.

(d). The provisions providing for increased compensation to the Operator in this Section 3.04A apply only to U.S. Immigration and Customs Enforcement prisoners/detainees housed under the Intergovernmental Service Agreements entered into between the County and that agency dated July 25, 2007 and March 1, 2008 respectively. Payments to the Operator remain subject to funds being available for such payment in the Operating Account.

2. All other provisions of the Agreement remain unchanged and in full force and effect.

SIGNED this 22nd day of July, 2008.

POLK COUNTY, TEXAS

ATTEST:

By *John P. Thompson*  
JOHN P. THOMPSON  
County Judge

*Barbara Middleton*  
County Clerk

APPROVED:

*Kenneth Hammack*  
Polk County Sheriff



**CIVIGENICS-TEXAS, INC.**

Operator

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Corporate Secretary

ACKNOWLEDGED:

U.S. BANK NATIONAL ASSOCIATION  
Trustee

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

Print Name: \_\_\_\_\_

Its Assistant Vice President

IAH PUBLIC FACILITY CORPORATION  
Lessor

By:   
JOHN P. THOMPSON, President