

#9 VOL.

SPECIAL STIPULATIONS

LESSOR: BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P. O. Box 15097
302 Second Avenue
Hattiesburg, MS 39404-5097

By: _____

Title: _____

Date: _____

LESSEE: Polk County, Texas
516 W. Church Street
Livingston, TX 77351

By: _____

Title: County Judge

Date: 10-28-08

Judge's Signature

Under this Equipment Lease-Purchase Agreement Section 1 (b), first paragraph only and Section 1 (b) (iv) and (v), any reference to qualified tax-exempt obligations does not apply. This applies only to Schedule No. 15 of this Equipment Lease-Purchase Agreement. Previous and future schedules under this agreement may be bank qualified and all sections of the Equipment Lease-Purchase Agreement shall apply if qualifications are met.

EXHIBIT A

7319 70320-015

DELIVERY ORDER NO: 15

Dated as of: 10-28-08

To Agreement No: 7319

THIS DELIVERY ORDER is issued pursuant to an Equipment Lease "à la" Purchase Agreement dated as of November 12, 2003 (the "Agreement"), between the parties to the Agreement to authorize installation of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.

The Payments required under the Agreement for the Equipment designated on this Delivery Order are "See Schedule A". A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A hereto. Payments shall be due as follows: "See Schedule A". Lessee shall pay transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

B. LATE PAYMENTS.

There will be a charge of N/A per month based on the amount of any Payments which remain unpaid for ten (10) days after the due date.

C. FISCAL YEAR.

Lessee's fiscal year period is from Oct. 1, 2008 to Sept. 30, 2009.

D. CONCLUDING PAYMENT.

Lessee shall have the option to purchase the Equipment described herein in accordance with Section 14 of the Agreement upon payment of the Concluding Payment Amount set forth in Schedule A hereto plus the payment then due.

E. EQUIPMENT DESCRIPTION.

The Equipment as defined in the Agreement includes the following: See Schedule A-1 attached hereto and made a part hereof

EXHIBIT C

F. LOCATION:

Rd B #2 Precinct Park

G. ALTERNATIVE INTEREST RATES.

- 1. Loss of interest deductibility will incur a rate of not less than 5.00%.
- 2. Loss of tax-exempt interest will incur a rate of not less than 5.00%.

THE TERMS GOVERNING THIS DELIVERY ORDER ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.

Lessor shall not be bound by this Agreement until it is executed by an authorized officer of Lessor at Lessor's principal place of business.

DATED as of the day and year first above stated on this Delivery Order.

LESSOR:

BancorpSouth Equipment Finance, a division
of BancorpSouth Bank
P. O. Box 15097
Hattiesburg, MS 39404-5097

LESSEE:

POLK COUNTY, TEXAS
602 E CHURCH ST STE 108
LIVINGSTON, TX 77351

By: _____

Title: _____

By: _____

Title: County Judge

Prepared by: BXSEF

Info Analysis
Payment Amortization Report

10/20/2008 12:28:58 PM

File Name: infoa.rdx

Customer: Polk County, Texas

Quote ID: 020-866-029-001

Quote Entered Date: 8/6/08

Interest Rate: 4.4900% (Monthly)

| Per | Date | Payment | Principal | Interest | Principal Balance | Accrued Interest | Accrued Int Bal | Net Balance |
|-----|---------------|-------------------|-------------------|------------------|----------------------|---------------------|--------------------|-------------|
| 0 | 11/15/08 | 0.00 | 0.00 | 0.00 | 207,354.00 | 0.00 | 0.00 | 207,354.00 |
| 1 | 12/15/08 | 0.00 | 0.00 | 0.00 | 207,354.00 | 775.85 | 775.85 | 208,129.85 |
| | 2008 | 0.00 | 0.00 | 0.00 | | 775.85 | | |
| 2 | 1/15/09 | 0.00 | 0.00 | 0.00 | 207,354.00 | 778.75 | 1,554.60 | 208,908.60 |
| 3 | 2/15/09 | 0.00 | 0.00 | 0.00 | 207,354.00 | 781.67 | 2,336.27 | 209,690.27 |
| 4 | 3/15/09 | 0.00 | 0.00 | 0.00 | 207,354.00 | 784.59 | 3,120.86 | 210,474.86 |
| 5 | 4/15/09 | 0.00 | 0.00 | 0.00 | 207,354.00 | 787.53 | 3,908.39 | 211,262.39 |
| 6 | 5/15/09 | 0.00 | 0.00 | 0.00 | 207,354.00 | 790.47 | 4,698.86 | 212,052.86 |
| 7 | 6/15/09 | 0.00 | 0.00 | 0.00 | 207,354.00 | 793.43 | 5,492.29 | 212,846.29 |
| 8 | 7/15/09 | 0.00 | 0.00 | 0.00 | 207,354.00 | 796.40 | 6,288.69 | 213,642.69 |
| 9 | 8/15/09 | 0.00 | 0.00 | 0.00 | 207,354.00 | 799.38 | 7,088.07 | 214,442.07 |
| 10 | 9/15/09 | 0.00 | 0.00 | 0.00 | 207,354.00 | 802.37 | 7,890.44 | 215,244.44 |
| 11 | 10/15/09 | 0.00 | 0.00 | 0.00 | 207,354.00 | 805.37 | 8,695.81 | 216,049.81 |
| 12 | 11/15/09 | 0.00 | 0.00 | 0.00 | 207,354.00 | 808.39 | 9,504.20 | 216,858.20 |
| 13 | 12/15/09 | 217,669.61 | 207,354.00 | 10,315.61 | 0.00 | 811.41 | 0.00 | 0.00 |
| | 2009 | 217,669.61 | 207,354.00 | 10,315.61 | | 9,539.76 | | |
| | Totals | 217,669.61 | 207,354.00 | 10,315.61 | | 10,315.61 | | |

SCHEDULE A-1

POLK COUNTY, TEXAS

Master Lease Number: 7319

Delivery Order Number: 70320-015

_____ MACK _____ DUMP TRUCK, VIN: _____ WITH
_____ DUMP BODY, SN: _____

_____ MACK _____ DUMP TRUCK, VIN: _____ WITH
_____ DUMP BODY, SN: _____

7319 70320-015

EQUIPMENT ACCEPTANCE NOTICE

TO: BancorpSouth Equipment Finance, a division of BancorpSouth Bank

RE: Agreement No. 7319

This is to acknowledge that the delivery and/or installation of the Equipment, described in Delivery Order No. 15 dated as of 10-28-08 has been completed in accordance with the terms of the above-referenced Agreement and that Lessee has duly delivered to and received in proper form from Lessor all purchase orders, invoices or such forms or documents required by Lessee to assure commencement of Payments on _____, in accordance with Section 2 of the Agreement.

The undersigned has inspected said Equipment. The said Equipment satisfies provisions of Section 2 of the above-referenced Agreement, and it is accepted according to the provisions contained therein.

LESSEE:

POLK COUNTY, TEXAS

By: _____

Title: County Judge

Date: 10-28-08

Judge's Sign

EXHIBIT D

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN AGREEMENT WITH BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF BANCORPSOUTH BANK.

WHEREAS, Commissioner's Court (the "Governing Body") of Polk County, Texas ("Lessee"), acting for and on behalf of Lessee hereby finds, determines and adjudicates as follows:

1. Lessee desires to enter into an Equipment Lease Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with BancorpSouth Equipment Finance, a division of BancorpSouth Bank ("Lessor") for the purpose of presently leasing with an option to purchase the equipment as described therein for the total cost specified therein (collectively the "Equipment").

2. It is in the best interest of the public purposes of Lessee that Lessee lease with an option to purchase the Equipment pursuant to and in accordance with the terms of the Agreement; and

3. It is necessary for Lessee to approve and authorize the Agreement.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto, in substantially the same form as attached hereto as Exhibit "A", by and between Lessor and Lessee are hereby approved, and John Thompson, County Judge (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of Lessee.

Section 2. The Delivery Order is being issued in calendar year 2008.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified in the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement: (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. The Authorized Officer is further authorized for and on behalf of the Governing Body and Lessee to do all things necessary in furtherance of the obligations of Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, Keith [unclear] moved that the foregoing resolution be adopted. [unclear] seconded the motion for its adoption. The County Judge put the question to a roll call vote and the result was as follows:

| | | |
|-------|--------|-------|
| _____ | Voted: | _____ |
| _____ | Voted: | _____ |
| _____ | Voted: | _____ |
| _____ | Voted: | _____ |
| _____ | Voted: | _____ |

The motion having received the affirmative vote of all members present, the County Judge declared the motion carried and the resolution adopted, this the 28 day of October, 2008.

(Signature)

Judges Sign

ATTEST:

(S E A L)

3 Clerk's seal



Ray Stelly, CPA
Polk County Auditor

POLK COUNTY
LIVINGSTON, TEXAS

(936) 327-6811
Fax: (936) 327-6898

BancorpSouth Equipment Finance,
A division of BancorpSouth Bank
P.O. Box 15097
Hattiesburg, MS 39404-5097

RE: Agreement No. 7319, Dated November 12, 2003

Ladies and Gentleman:

The equipment purchased under the above-referenced Agreement, and associated peripheral equipment that we are buying under said Agreement, will be used by the Polk County Road & Bridge Precinct #2 department. The equipment will not be used in any private business or put to any private business use.

The functions of the equipment will include maintenance of roads and are deemed to be essential to the efficient operation of the Polk County Road & Bridge Precinct #2 department.

Sincerely,

A handwritten signature in black ink, appearing to read "Margie N. Ainsworth". The signature is written in a cursive style and is positioned above the printed name.

Margie N. Ainsworth
Polk County Assistant Auditor