

COPY

**ADDENDUM TO LEASE AGREEMENT**

Please fax completed and signed Addendum to 1-866-329-8795
 Questions or need assistance? Call 1-866-550-8795

LESSEE NAME: Polk, County of

LEASE NO.: 40605602

LESSEE ADDRESS: 602 East Church, Livingston, TX, 77351

This Addendum supplements the provisions of the Lease Agreement identified by the Lease Number specified above ("Lease"). You and we make this Addendum an integral part of the Lease. Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Addendum, then this Addendum will control and prevail.

1. **Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You affirm that funds to pay Lease Payments and other payments under this Lease are available for your current fiscal year. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.
2. **Use of Equipment.** The Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of this Lease.
3. **Signatures.** You warrant you have taken the necessary steps; including any legal bid requirements under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Lessee authorizing execution of the Lease has been duly adopted and remains in full force and effect.
4. **Non-Appropriation of Funds.** If sufficient funds are not appropriated and budgeted by your governing body in any fiscal year for Lease Payments or other payments due under this Lease, this Lease will terminate as of the last day of your fiscal year for which funds for Lease Payments are available. You will give us written notice within fifteen (15) days of the occurrence of such non- appropriation. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with Section 3 of this Lease for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (x) you will not terminate this Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing similar functions to the Equipment during your fiscal year in which such termination would occur and (y) you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal year following the fiscal year for which funds were first not available for the Lease Payments.

All other terms and conditions of the Lease shall remain in full force and effect.

TYGRIS VENDOR FINANCE, INC.

Lessor

X

Authorized Signature

Print Name & Title

Date

Polk, County of

Lessee

X

Authorized Signature

John P. Thompson, County Judge

Print Name & Title

May 12, 2009

Date

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