

AMENDMENT AND EXTENTION OF DELIVERY ORDER NO. 027

Dated as of 03/29/2022 - to Contract No. 70320

THIS AMENDMENT AND EXTENSION OF DELIVERY ORDER NO. 027 (this "Amendment") is made and entered into effective as of 4/25/2023 by and between Cadence Equipment Finance, a division of Cadence Bank f/k/a BancorpSouth Equipment Finance, a division of BancorpSouth Bank ("Seller"), and Polk County, Texas ("Buyer").

WHEREAS, the Seller and Buyer entered into an Equipment Contract dated as of January 19, 2016 (the "Contract") and, pursuant to which Delivery Order No: 027 was issued (the "Delivery Order") (as used herein, any capitalized terms not otherwise defined shall have the respective meanings ascribed thereto in the Contract); and

WHEREAS, the parties desire to amend the Delivery Order in order to extend the date upon which the final payment is due and to provide for additional interim rental payments as set forth herein.

NOW, TEREFORE, for and in consideration of the mutual covenants made herein and for other good and valuable consideration, the full sufficiency of which is hereby acknowledged, the Seller and the Buyer agree as follows:

1. Notwithstanding anything contained in the Contract or the Delivery Order to the contrary, the date upon which the final payment is due to be made as originally set forth in the Payment Schedule is hereby extended from April 30, 2023 until June 30, 2023 (the latter date being the "Extended Concluding Payment Due Date").
2. Payment Due date:
 - (a) On April 30, 2023, a payment of \$143,730.73 is due and then on the Extended Concluding Payment Due Date, the Buyer shall pay \$1,011,514.26 to Seller the Concluding Payment Amount on June 30, 2023.
 - (b) See attached AM report.
3. Except as expressly modified by this Amendment, the parties agree that:
 - (a) In all other respects, all terms, condition, obligations and provisions of the Contract and the Delivery Order shall be unchanged and remain the same and in full force and effect, and all terms of the

Contract and the Delivery Order, as herein modified, are expressly ratified and confirmed in all respects; and

(b) In the event that there shall be any conflict between the terms of this Amendment and the terms of the Contract or the Delivery Order, the terms and provisions of this Amendments shall govern and the Contract and the Delivery Order is deemed automatically amended and modified without any further action upon the Buyer's execution and delivery of this Amendment; and

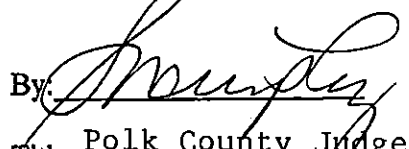
IN WITNESS WHEREOF, Seller and Buyer have caused this Amendment to be executed effective as of the date first above written.

SELLER:
Cadence Equipment Finance, a division of
Cadence Bank
1222 Rogers Avenue
Fort Smith, AR 72901

By: _____

Title: _____

BUYER:
Polk County, Texas
602 E. Church Street
Livingston, TX 77351

By: 
Title: Polk County Judge

Compounding Period: Monthly

Nominal Annual Rate: 2.090%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	03/30/2022	1,125,968.80	1		
2	Payment	04/30/2023	143,730.73	1		
3	Payment	05/31/2023	0.00	1		
4	Payment	06/30/2023	1,011,514.26	1		

TValue Amortization Schedule - Normal, 30E3/360

	Date	Payment	Interest	Principal	Balance
Loan	03/30/2022				1,125,968.80
1	04/30/2023	143,730.73	25,761.93	117,968.80	1,008,000.00
2	05/31/2023	0.00	1,755.60	-1,755.60	1,009,755.60
3	06/30/2023	1,011,514.26	1,758.66	1,009,755.60	0.00
Grand Totals		1,155,244.99	29,276.19	1,125,968.80	

CADENCE EQUIPMENT FINANCE
A division of Cadence Bank
1222 Rogers Avenue
Fort Smith, AR 72901

INVOICE

(Please return a copy of this invoice with your payment)

April 5, 2023

Ref: Polk County, Texas
Delivery Order - 027

8 Mack Dump Trucks

Extension Payment Due: 4/30/2023- \$143,730.73

TOTAL AMOUNT DUE from Polk County TX: \$143,730.73

Principal: \$117,968.80
Interest: \$25,761.93

THANK-YOU

Nominal Annual Rate: 2.090%

Cash Flow Data - Leases and Lease Payments

Event	Date	Amount	Number	Period	End Date
1 Lease	03/30/2022	1,125,968.80	1		
2 Lease Payment	04/30/2023	1,151,730.73	1		

TValue Amortization Schedule - Normal, 30E3/360

Date	Lease Payment	Interest	Principal	Balance
Lease 03/30/2022				1,125,968.80
2022 Totals	0.00	0.00	0.00	
1 04/30/2023	1,151,730.73	25,761.93	1,125,968.80	0.00
2023 Totals	1,151,730.73	25,761.93	1,125,968.80	
Grand Totals	1,151,730.73	25,761.93	1,125,968.80	

$\$120,000.00$
 $25,761.93$
 $145,761.93$
 $\underline{12}$
 $158,761.93$

$\$15,000.00$

$\underline{1,125,968.80}$

$133,761.93$

$147,761.93$

2023 APR 10 10:40 AM

CERTIFICATE WITH RESPECT TO QUALIFIED TAX EXEMPT OBLIGATIONS

I, the County Judge of Polk County, Texas ("Lessee"), am duly authorized to execute that certain Agreement, dated as of 3/29/2022, (the "Agreement") by and between Lessee and BancorpSouth Equipment Finance, a division of Cadence Bank do hereby certify as follows:

1. This Certificate with Respect to Qualified Tax Exempt Obligations (the "Certificate") is executed for the purpose of establishing that the Agreement has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

2. Lessee is a political subdivision of the State of Texas.

3. The Agreement is being issued in calendar year 2022.

4. 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.

5. No portion of the Payments identified in Section 5 of 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.

6. 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.

7. Lessee has designated the Agreement as a qualified tax-exempt obligation for purposes of the Code, pursuant to a resolution adopted by the governing body of Lessee on 3/8/2022.

8. In calendar year 2022, Lessee had designated \$ 1,125,968.80 of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year 2022 as qualified tax-exempt obligations.

9. Lessee reasonably anticipated that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2022 will not exceed \$10,000,000.

10. For purposes of this Certificate, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

11. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this 29 day of MARCH,
2022.

Polk County, Texas

By: [Signature]
Title: Polk County Judge

CLERK OF DISTRICT COURT

DELIVERY ORDER NO: 27Dated as of: 3/29/2022

To Agreement No: 7319

THIS DELIVERY ORDER is issued pursuant to an Equipment Lease - Purchase Agreement dated as of 3/29/2022 (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 10/1/2021 to 9/30/2022

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

UNIVERSITY MICROFILMS

F. LOCATION.

602 E Church Street, Ste 108, LIVINGSTON, TX 77351.

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 Cadence Bank
12 Thompson Park
Hattiesburg, MS 39401

By: [Signature]
Title: Back Office

LESSEE:

Polk County, Texas

602 E Church Street, Ste 108
Livingston, TX 77351

By: [Signature]
Title: Polk County Judge

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