

## AMENDMENT TO EQUIPMENT LEASE-PURCHASE AGREEMENT

This Amendment to that certain Equipment Lease-Purchase Agreement (together with all Exhibits and this Amendment, the "Agreement")

Reference Number 500-50124532, dated as of \_\_\_\_\_, between city of North Richland Hills TX (together with its successors and assigns, "Lessee"), and DE LAGE LANDEN PUBLIC FINANCE LLC (together with its successors and assigns, "Lessor"), is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions are hereby made to the Agreement:

1. **Section 7.05** of the Agreement is hereby amended by adding the following language:  
**Section 7.05. Release and Indemnification.** Nothing herein shall be construed to require Lessee to create a sinking fund to satisfy any obligations under this Agreement.
2. **Section 13.08** of the Agreement is hereby deleted in its entirety  
**Section 13.08 Jury Trial Waiver.** Deleted intentionally.
3. **Section 4.01, Section 7.03 and Section 12.02** of the Agreement are hereby amended as follows:  
**Section 4.01. Rental Payments.** The interest rate of 18% per annum shall be replaced with 1% per annum  
**Section 7.03 Advances.** The interest rate of 12% per annum, shall be replaced with 1% per annum  
**Section 12.02. Remedies on Default.** The interest rate of 18% per annum, shall be replaced with 1% annum

Except as specifically set forth in this Amendment, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC LESSEE: CITY OF NORTH RICHLAND HILLS TX

BY: \_\_\_\_\_ BY: **X** \_\_\_\_\_  
AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
PRINTED NAME AND TITLE PRINTED NAME AND TITLE

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_