

FISCAL FUNDING ADDENDUM

LESSEE INFORMATION

Full Legal Name WEBB COUNTY DBA Name (If Any) _____
 Billing Address 1110 WASHINGTON STREET, SUITE 101 Phone (956) 523-4125
 City LAREDO Country USA State TX Zip 78040

EQUIPMENT INFORMATION

Equipment Location (If not same as above) WEBB COUNTY HEADSTART - 102 SIERRA VISTA
 City LAREDO Country USA State TX Zip 78046

QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (ATTACH SCHEDULE IF NECESSARY)
1	E-STUDIO 457	TOSHIBA DIGITAL COPIER

The above described WEBB COUNTY ("Lessee") warrants that it has funds available to pay rents ("Lease Payments") until the end of its current appropriation period. In the event its legislative body or funding authority does not appropriate funds to be paid to Lessor for the above described Equipment ("Equipment"), Lessee may, upon prior written notice to Lessor, effective 60 day after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the Equipment to Lessor, at Lessee's expense; and thereupon, be released of its obligation to make all rental payments (Lease Payments) to Lessor due thereafter, provided: (1) The Equipment is returned to Lessor as provided for in the above described Lease ("Lease"), (2) the foregoing notice states the failure of the legislative body or funding authority to appropriate the necessary funds as reason for cancellation, and (3) the notice is accompanied by payment of all amounts then due to Lessor under the Lease.

In the event Lessee returns the Equipment pursuant to the terms of this Addendum, Lessor shall retain all sums paid hereunder by Lessee, including the Security Deposit (if any) specified in the Lease.

If the provisions of this Addendum are utilized by Lessee, Lessee agrees not to purchase, lease or rent any other functionally similar equipment for the balance of the Lease term following Lessee's exercise of its termination rights hereunder.

This Addendum will not be construed so as to permit the Lessee to terminate the Lease in order to acquire any other equipment or obtain funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

LESSEE SIGNATURE

Signature X _____
(MUST BE SIGNED BY AUTHORIZED AGENT, REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)
 Print Name DANNY VALDEZ
 Title WEBB COUNTY JUDGE Date _____
 For WEBB, COUNTY OF Name of Government Entity

ACCEPTED BY LESSOR

Signature X _____
 Title _____ Date _____
 For _____ Legal Name of Corporation or Partnership

SUP107

**Addendum
To
Lease Agreement Between
Toshiba Financial Services, Inc. and Webb County, Texas
Concerning Toshiba E-Studio 457 Digital Copier
For the Webb County Head Start (Sierra Vista)**

BETWEEN:

Webb County ("Lessee")
1000 Houston Street
Laredo, Texas 78040

AND

Toshiba Financial Services, Inc. ("Lessor")
10231 Kotzebue
San Antonio, Texas 78217

Now therefore, the parties agree to modify, delete and/or include the following terms and conditions in the above referenced "Lease Agreement. The following provisions and covenants supersede prior negotiations, representations or agreements, either written or oral, and where there is a conflict between provisions of this addendum and the provisions set forth in the Standard Form "FMV Lease Agreement" (2 pages) between Webb County, Texas, and Toshiba Business Solutions of Texas, or any other Contract Documents, the provisions set forth herein shall supersede and have full force and effect and become a part of the above referenced contract for all intent and purposes.

**LEASE AGREEMENT
TERM AND CONDITIONS PROVISIONS**

1. The language dealing with "Personal Guaranty" on page one (1) of the Standard Lease Document ("FMV Lease Agreement) is deleted in its entirety.
2. The last sentence of the paragraph of the Terms and Conditions entitled "Lease Commencement" is deleted in its entirety and replaced by:

"Pursuant to section 2251.021, Texas Government Code, a payment by a governmental entity is overdue on the 31st day after payment is due and pursuant to section 2251.025, Texas Government Code, an overdue payment bears interest at the rate of one (1) percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday."

indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.”

7. Paragraph number twenty-two (22) of the Term and Conditions entitled “Governing Law” is deleted in its entirety and replaced with:

“Both parties agree to waive all right to a jury trial. This Master Agreement and each schedule shall be governed and construed according to the laws of the State of Texas. Jurisdiction and venue for any action or claim arising out of the Master Agreement shall be in the Federal and/or State Courts of Webb County, Texas”

8. Webb County does and shall not waive or relinquish any immunity or defense on behalf of itself, its commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

WITNESS OUR HANDS effective the _____ day of _____, 2014.

WEBB COUNTY:

TOSHIBA FINANCIAL SERVICES, INC.

Danny Valdez, Webb County Judge

By: _____
Representative

ATTESTED:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marco A. Montemayor
Webb County Attorney*

*By law, the County Attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).