



PARTIES

LESSOR:

LESSEE:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

Customer Legal Name
Address
NM

Lessor and Lessee hereby agree to add the following provision to the Lease, and further acknowledge that all terms contained herein are to be defined according to the provisions of the Lease:

Lessee represents and warrants to Lessor that Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and reasonably believes that funds can be obtained sufficient to make all rental payments during the term of the Lease. Lessee hereby covenants that it will do all things reasonably within its power to obtain funds from which the rental payments may be made, including making provision for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and using its bona fide best efforts to have such portion of the budget approved. It is Lessee's intent to make rental payments for the full term of this Lease if funds are available therefor and in that regard Lessee represents that the use of the Units is essential to Lessee's proper, efficient and economic operation. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for rental payments due under this Lease, then Lessee will immediately notify Lessor of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee for any kind whatsoever, except as to the portions of rental payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. Subsequent to a termination of this lease, Lessee shall have no obligation to make rental payments with respect to the remainder of the Lease. In the event of such termination, Lessee agrees to return the Units to Lessor pursuant to Section 15 of this Lease, and Lessor shall have all legal and equitable rights and remedies to take possession of the Units. Notwithstanding the foregoing, Lessee agrees that it will not cancel this Lease under the terms of this Addendum if any funds are appropriated to it, or for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units.

SIGNATURES

LESSOR

LESSEE

CATERPILLAR FINANCIAL SERVICES CORPORATION

Customer Legal Name

Signature _____

Signature _____

Name (print) _____

Name (print) _____

Title _____

Title _____

Date _____

Date _____

