

NINTH AMENDMENT TO MASTER LEASE PURCHASE AGREEMENT

THIS NINTH AMENDMENT TO MASTER LEASE PURCHASE AGREEMENT (this "Ninth Amendment"), dated as of April 19, 2018, is between Frost Bank, a Texas state bank, as lessor ("Lessor") and the City of Corpus Christi, a political subdivision of the State of Texas, as lessee ("City").

RECITALS:

WHEREAS, Lessor and City entered into that certain Master Lease Purchase Agreement dated as of February 15, 2013, as amended by that one certain First Amendment to Master Lease Purchase Agreement dated February 15, 2013, that Second Amendment to Master Lease Purchase Agreement dated October 21, 2013, that certain Third Amendment to Master Lease Purchase Agreement dated December 16, 2014, that certain Fourth Amendment to Master Lease Purchase Agreement dated October 28, 2015, that certain Fifth Amendment to Master Lease Purchase Agreement dated October 29, 2015 that certain Sixth Amendment to Master Lease Purchase Agreement dated November 30, 2016, that certain Seventh Amendment to Master Lease Purchase Agreement dated June 15, 2017, and that certain Eighth Amendment to Master Lease Purchase Agreement dated November 20, 2017 (as amended, the "Agreement");

WHEREAS, Lessor and City now desire to further amend the Agreement as herein set forth;

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Section 4.1. Effective as of the date hereof, Section 4.1 is hereby amended by replacing the second grammatical sentence to read as follows:

"The City and Lessor may renew this Agreement for up to four additional one year terms, with the final additional term continuing until the end of the then-current fiscal year, which is September 30, 2018."

2. Amendment to Section 4.5. Effective as of the date hereof, Section 4.5 is hereby amended by adding a new sentence before the existing second grammatical sentence to read as follows:

"Any time after May 1, 2018, this Agreement may be terminated by the City upon 10-day advance written notice to Lessor, in accordance with Section 13.1, that the City has entered into a new municipal lease line of credit agreement with any financial institution."

3. Continued Effectiveness. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

4. No Oral Agreements. This Ninth Amendment and the Agreement embody the final, entire agreement among the parties hereto. There are no oral agreements among the parties hereto.

EXECUTED as of the date first above written.

CITY OF CORPUS CHRISTI

By: _____

Name: _____

Title: _____

LESSOR:

FROST BANK

By:  _____

Name: Scott Anderson

Title: Vice President