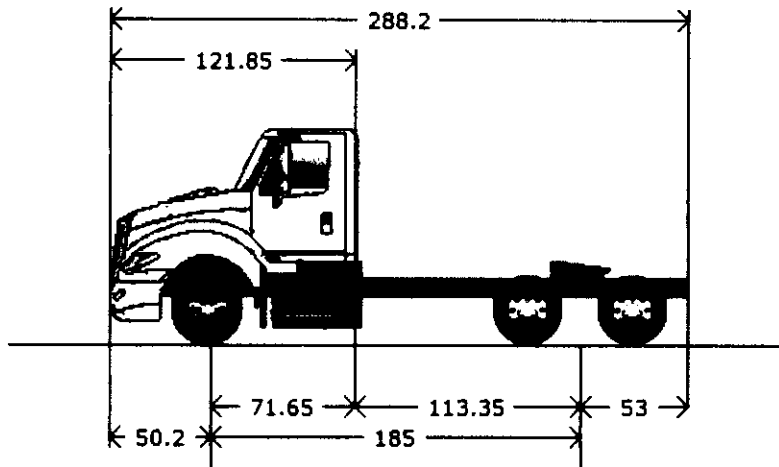


**Prepared For:**  
CLAY COUNTY  
Richard Keen  
100 North Bridge Street  
HENRIETTA, TX 76365-  
(940)538 - 4422

**Presented By:**  
ROBERTS TRUCK CENTER-WCF  
Josh Sullivan  
2401 CENTRAL Freeway East  
WICHITA FALLS TX 76302 -  
(940)322-7845

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



**Model Profile**  
**2017 PROSTAR+ 122 6x4 (LF687)**

<b>MISSION:</b>	Requested GCWR: 90000. Calc. GVWR: 52350
<b>DIMENSION:</b>	Wheelbase: 185.00, CA: 113.35, Axle to Frame: 53.00
<b>ENGINE, DIESEL:</b>	{Cummins ISX 15 500} EPA 2010 500 HP @ 1800 RPM, 1850 lb-ft Torque @ 1200 RPM, 2000 RPM Governed Speed, 500 Peak HP (Max)
<b>TRANSMISSION, MANUAL:</b>	{Eaton Fuller UltraShift+ FO-18E313A-MHP} 13-Speed Fully Automated Manual; With Aluminum Clutch Housing, Overdrive, Electronic Shift Controls, Electric Clutch Actuation, Air Range Shift, Internal Lube Oil Pump, Hill Start Aid
<b>CLUTCH:</b>	{Eaton Fuller ECA-1850} Two-Plate, Ceramic, 7-Spring with Pre-Damper, 15.5" Diameter, with Adjustment-Free Feature, 1850 lb-ft Torque Capacity
<b>AXLE, FRONT NON-DRIVING:</b>	{Hendrickson Steertek NXT} Fabricated Type, 12,350-lb Capacity
<b>AXLE, REAR, TANDEM:</b>	{Meritor MT-40-14X-3CFR} Single Reduction, 0.374"(9.5mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends, Amboid Gearing in Rear-Rear Axle Gear Ratio: 3.70
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 11R24.5 HSR2 (CONTINENTAL) 476 rev/mile, load range G, 14 ply
<b>TIRE, REAR:</b>	(8) 11R24.5 HSR2 (CONTINENTAL) 476 rev/mile, load range G, 14 ply
<b>SUSPENSION, REAR, AIR, TANDEM:</b>	{International} Ride Optimized Suspension (IROS); 52" Axle Spacing; 40,000-lb Capacity, 9.25" Ride Height, With Shock Absorbers
<b>PAINT:</b>	Cab schematic 100HR Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$213,124.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$213,124.00
Freight	\$2,200.00	
Total Freight:		\$2,200.00
Total Factory List Price Including Freight:		\$215,324.00
Less Customer Allowance:		(\$111,047.89)
Total Vehicle Price:		\$104,276.11
Total Sale Price:		\$104,276.11
Total Per Vehicle Sales Price:		\$104,276.11
Net Sales Price:		\$104,276.11

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

This proposal is not binding upon the seller without  
Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

**Description**

Base Chassis, Model PROSTAR+ 122 6x4 with 185.00 Wheelbase, 113.35 CA, and 53.00 Axle to Frame.

WHEELS, FRONT {Accuride 50409} DISC; 24.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Aluminum Hubs

WHEELS, REAR {Accuride 50409} DUAL DISC; 24.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Aluminum Hubs

TOW HOOK, FRONT (2) Frame Mounted

FRAME RAILS WITH TAPERED REAR

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 367.4" (9333mm) Maximum OAL

BUMPER, FRONT 3-Piece, Plastic, Aero, Molded Dark Gray Color

ACCESS, CAB AND FRAME Aluminum; Includes Driver & Passenger Side Cab Access, Two Steps per Door and Left Side Frame Access Step With One Flush Mounted Deck Plate and Black Grab Handle; With Daycab or Sleeper Cabs

DECK PLATE Aluminum; Bright, (2) Sections, Flush Mounted

WHEELBASE RANGE 160" (405cm) Through and Including 185" (470cm)

SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 12,350-lb Capacity, With Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Tractor Applications

BRAKES, FRONT, AIR CAM 16.5" x 5", Includes 24 SqIn Long Stroke Brake Chambers

BRAKE CHAMBERS, ADDITIONAL (2) {Bendix} Spring Brake Type; 30/30 SqIn

AXLE, FRONT NON-DRIVING {Hendrickson Steertek NXT} Fabricated Type, 12,350-lb Capacity

AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) With Automatic Traction Control

AIR DRYER {Bendix AD-IS} With Heater, Includes Pressure Protection Circuits, Safety Valve, and Purge Tank

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

AIR COMPRESSOR {Cummins} 18.7 CFM Capacity

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Under Cab; Perpendicular to Rail

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR {Sheppard HD94} Power

POWER STEERING OIL COOLER Remote Mounted

EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab

AFTERTREATMENT COVER Aluminum

ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature or ISX Engines; Furnished with Engine

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

HORN, ELECTRIC (2) Disc Style

POWER SOURCE Cigar Type Receptacle without Plug and Cord

**Description**

ALTERNATOR {Bosch LIL165 Long Life} Brush Type, 12 Volt 165 Amp. Capacity, Pad Mount, with Remote Voltage Sensor

BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total

SPEAKER, AUXILIARY, CB RADIO With Jack for CB; Mounted Left Side Above Driver's Door

RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers, With CD Player

CB RADIO Accommodation Package; Header Mounted; Feeds From Accessory Side of Ignition Switch; Includes Power Source and One (1) Antenna, Antenna Base With Wiring on Left Side Mirror

BACK-UP ALARM Electric, 102 dBA

STOP, TURN, TAIL & B/U LIGHTS LED Multi-Function Lamp with LED Bulbs for Stop, Turn, Tail, Backup and License Plate Lights

LIGHT, WORK {Truck Lite 81 Series} LED, Pedestal Mounted BOC With Switch on Instrument Panel

HORN, AIR Black, Single Trumpet, Air Solenoid Operated

POWER SOURCE, SPECIAL Special Socket; Single Terminal, for Power Lift Gate Feed, Battery Feed Thru 150 Amp Circuit Breaker, To Operate Lift Gate On Trailer, Includes a 15' Power Cable Coiled In Cab

BATTERY BOX COVER Aluminum

RUNNING LIGHT (2) Daytime

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position

STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses

HEADLIGHTS Halogen, with Park Lights and Daytime Running Lights

BATTERY BOX Aluminum, 30" Wide, 3 or 4 Battery Capacity, Mounted Left Side Under Cab

INSULATION, UNDER HOOD for Sound Abatement

FRONT END Tilting, Fiberglass, With Three Piece Construction

FENDER EXTENSIONS Painted

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

KEYS - ALL ALIKE Fleet - Includes Ignition and Cab Door Keys

FIFTH WHEEL, AIR SLIDE {Fontaine SL6LWB725024} 24" Slide, 7.25" Above Top of Frame; Left Hand Roadside Release

KEYS - ALL ALIKE, ID Z-250

SAFETY TRIANGLES

MUD FLAP HOLDER Spring Loaded, Painted Black; With 45-Degree End, With Red and White Reflective Tape; Less Flaps

MUD FLAPS, REAR Black Rubber, Anti-Sail Less Logo; Less Holders

QUARTER FENDERS for Rear Wheels, Black Plastic; Frame Mounted.

FIFTH WHEEL LOCATION On Rear Axle Centerline

CLUTCH {Eaton Fuller ECA-1850} Two-Plate, Ceramic, 7-Spring with Pre-Damper, 15.5" Diameter, with Adjustment-Free Feature, 1850 lb-ft Torque Capacity

**Description**

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE {Phillips} 120V/1500W

ENGINE, DIESEL {Cummins ISX 15 500} EPA 2010 500 HP @ 1800 RPM, 1850 lb-ft Torque @ 1200 RPM, 2000 RPM Governed Speed, 500 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed

FEDERAL EMISSIONS {Cummins ISX} EPA, OBD and GHG Certified for Calendar Year 2016

RADIATOR Aluminum; Welded, Cross Flow, Parallel System, With 1055 SqIn Radiator, and 460 SqIn Charge Air Cooler

AIR CLEANER Dual Element

HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type

EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

TRANSMISSION REAR MOUNTING

TRANSMISSION, MANUAL {Eaton Fuller UltraShift+ FO-18E313A-MHP} 13-Speed Fully Automated Manual; With Aluminum Clutch Housing, Overdrive, Electronic Shift Controls, Electric Clutch Actuation, Air Range Shift, Internal Lube Oil Pump, Hill Start Aid

OIL COOLER MANUAL TRANSMISSION for International, Fuller, Meritor or Spicer Transmission, Mounted on Radiator, Air to Oil Type, (REQUIRES TRANSMISSION LUBE PUMP)

TRANSMISSION OIL {EmGard 40W} Synthetic; 22 thru 33.99 Pints

PTO LOCATION No PTO

PDL WARNING BUZZER Power Divider Lock

SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab

AXLE, REAR, TANDEM {Meritor MT-40-14X-3CFR} Single Reduction, 0.374" (9.5mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends, Amboid Gearing in Rear-Rear Axle . Gear Ratio: 3.70

SUSPENSION, REAR, AIR, TANDEM {International} Ride Optimized Suspension (IROS); 52" Axle Spacing; 40,000-lb Capacity, 9.25" Ride Height, With Shock Absorbers

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 50 thru 64.99 Pints

FUEL TANK (2) Top Draw; Non-Polished Aluminum, 26" Diam., 100 U.S. Gal., 378L Capacity; Total Capacity 200 U.S. Gal., 757L; with Dual Supply & Return Lines, Less Equalizer Line, Mounted Back of Cab/Under Sleeper Left & Right Side

FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor

DEF TANK 16 U.S. Gal. 60.6L Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional

CAB INTERIOR TRIM ACCENT Dark Neutral

GAUGE CLUSTER {Black Bezel} Black Face; English with English Electronic Speedometer and Tachometer for Air Brake Chassis, Includes Voltmeter, Engine Coolant Temp & Oil Pressure, Prim & Sec Air Pressure, Fuel w/Warning Ind. & Alarm; Odometer, Trip, Engine Hr., Trip Hr, Fuel Econ, Trip Average Fuel Econ

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Under Hood Cleaner Mounted With Internal Switch, With Text Message in Cluster

GAUGE, LOAD INDICATING REAR Text Message in Cluster Display, for Use With Rear Air Suspension

WINDOW, WING VENT (2) Fixed

GAUGE, DEF FLUID LEVEL

**Description**

SEAT, DRIVER {National 2000 Model 195} Air Suspension, High Back, Vinyl Boxing With Cloth Facing, 2 Arm Rests, Isolator, 7" Adjuster, 1 Chamber Lumbar, 2 Way Front Cushion Adjust, 3-14 Degree Back Angle Adjust

SUNSHADE, EXTERIOR Aerodynamic; With Stainless Steel Finish, Includes Integral LED Amber Lens Clearance/Marker Lights

SEAT, PASSENGER {National 2000 Model 192} Non Suspension, High Back, Vinyl Boxing With Cloth Facing, 11 Degree Back Angle Adjust

MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} Right Side; 7.44" Sq., Bright

CAB INTERIOR TRIM Premium; for Day Cab

AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

MIRRORS (2) {Lang Mekra} Rectangular, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing

HOSE TENDER Slide Bar with Double Spring Bracket; Bar Extended 4.0" From Cab

ROOF AIR DEFLECTOR Fixed, Paint and Install at the Plant

(2) TIRE, FRONT 11R24.5 HSR2 (CONTINENTAL) 476 rev/mile, load range G, 14 ply

(8) TIRE, REAR 11R24.5 HSR2 (CONTINENTAL) 476 rev/mile, load range G, 14 ply

WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil

PAINT FENDER EXTENSIONS Single Color; Same as Number One Cab Schematic Color

**Services Section:**

WARRANTY Standard for TranStar, 9900i, ProStar and LoneStar, Effective with Vehicles Built January 2, 2015 or Later, CTS-2004V

# **American National Leasing Company**

## **GOVERNMENT LEASE PURCHASE AGREEMENT NO. 2253C**

LESSOR: **AMERICAN NATIONAL LEASING COMPANY**  
2732 Midwestern Parkway  
Wichita Falls, TX 76308

LESSEE: **Clay County**  
214 N. Main  
Henrietta, TX. 76365

VENDORS: **VOLVO & Mack Trucks of Waco**  
1287 Sun Valley Rd.  
Robinson, Texas 76706

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
CHU613	1M1AN07YXHM025509	2017 MACK Truck	1	\$114,871.00
EQUIPMENT TOTAL:				\$114,871.00
LESS DOWN PAYMENT:				(\$10,000.00)
Document Fees:				\$100.00
TOTAL CAPITALIZED COST:				\$104,971.00

  
Lessee: Please Initial

**SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:**

No. of Years:	5	Base Lease Payment:	\$10,000.00
No. of Lease Payments:	5	Sales Tax:	EXEMPT
For Business Use Inside:	Clay County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$10,000.00</b>
		<b>Lease End Date:</b>	<b>June 30, 2021</b>

**[END OF LEASE PURCHASE OPTION]**

If the Lessee makes all the Lease payments on Schedule A for the entire stated term, Lessee may buy the Equipment for \$1.00.

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**TERMS AND CONDITIONS**

1.) **LEASE:** Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in "Equipment Information" (the "Equipment"). Said Equipment will be located at the above address of the Lessee and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to above from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown above, shall be held as security for the performance of the terms of this Lease. If Lessee is not in default hereunder, or under any other Lease between the parties hereto, said security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor's option) returned to Lessee.

2.) **COMPLETE AGREEMENT:** This document (referred to as the "Lease" or the "Agreement") constitutes the entire agreement between Lessor and Lessee regarding the Equipment. No verbal representation or statement made by any representative of the Lessor or Lessee shall be binding unless expressly stated herein. Whenever the word Lessor is used herein, it shall include both the original Lessor and all assignees of Lessor.

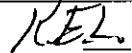
3.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment.

4.) **MAINTENANCE:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE EQUIPMENT WHATSOEVER. Lessee has selected the Equipment to be financed by this Lease and Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 4 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee.

5.) **LEASE PAYMENTS:** The total Lease payments for lease of the Equipment are shown on Exhibit A. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit A without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code (meaning Lessee or its subordinate entities issue more than \$10,000,000 in tax exempt debt during the same calendar year this Lease is funded), or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of N.Y. Prime +4% per annum.

  
Lessee: Please Initial



6.) **LEASE TERM:** This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date shown on page 2, unless this Lease is earlier terminated by reason of default (Section 12) or non-appropriation (Section 14).

7.) **OWNERSHIP; RETURN; PERSONAL PROPERTY:** Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the responsibility of, and belong to, the Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof; and title thereto shall be immediately vested in Lessee; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of twelve (12%) per cent annum until paid.

If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessor as a lienholder. Lessee further covenants to Lessor's filing a UCC-1 Financing Statement to reflect Lessor's interest in the Equipment. Lessee shall return the title, endorsed to Lessor, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor as having full legal power and authority (including a limited irrevocable power of attorney) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name.

8.) **PURCHASE OPTION:** If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"). Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit A shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS WHERE-IS WITH ALL FAULTS without any representation or warranty whatsoever, and this Agreement shall terminate.

9.) **ASSIGNMENT:** Lessor may assign this Lease and its assignee may reassign the same, without the consent of Lessee. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this Lease, to the Lease payments or other amounts due hereunder, and in and to the Equipment shall be free from all defenses, setoffs or counterclaims of any kind or character which Lessee may be entitled to assert against the original Lessor; it being understood and agreed that any assignee of Lessor does not assume any obligations of the original Lessor herein named. It is further understood and agreed, however, that Lessee may separately claim against the original Lessor as to any matters that Lessee may be entitled to assert against the original Lessor.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

10.) **LOSS; DAMAGE; INSURANCE:** As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to and does hereby indemnify and hold Lessor harmless, from and against all claims, costs, expenses, damages and liabilities, including reasonable attorney fees resulting from or pertaining to the use or operation of the Equipment during the term of this Agreement, or while said Equipment is otherwise in possession of the Lessee. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as an additional insured and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment, or the payment of obligations of Lessee hereunder, at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued in regard to said Equipment.

  
Lessee: Please Initial

Lessor and Lessee acknowledge that Lessor is only financing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.

**11.) USE; TAXES; INSPECTION AND CONDITION:** Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of levies, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter; and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

**12.) EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:**

(a) Events of Default. In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of fifteen (15) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or any other lease between the parties hereto, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event Lessee shall return the Equipment as provided in Section 7 and Section 12(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

(b) Remedies. If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

(i) Lessee shall return the Equipment to Lessor as provided in Section 7.

(ii) Lessor may retain all Lease payments previously paid by Lessee.

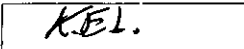
(iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.

(iv) Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.

(c) Late Charges. Whenever any payment is more than ten (10) days late, the Lessee promises to pay to the Lessor or its assigns, not later than one month thereafter, an amount calculated at the rate of five cents per one dollar of each such delayed payment and to make such payments as liquidated damages occasioned by such delay, if allowed by law.

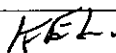
(d) Expense of Enforcement. Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of retaking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney's fees.

**13.) NON-WAIVER:** The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.

  
Lessee: Please Initial

14.) **SPECIAL PROVISIONS: FISCAL FUNDING:** The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made. To the extent permitted by law, Lessee may not terminate the Lease in order to purchase, rent or lease property performing functions similar to those performed by the Equipment, and agrees not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Lessee.

15.) **SEVERABILITY:** The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.

  
Lessee: Please Initial

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

Date of Acceptance: June 30, 2016

Lessor: American National Leasing Company

By: Billy Hughes

Billy Hughes  
Leasing Officer

Lessee(s): **Clay County**  
**214 N. Main**  
**Henrietta, TX. 76365**  
**Federal Tax ID# 75-6000861**

By: Kenneth Liggett

Kenneth Liggett  
Clay County Judge

LESSEE'S ACCEPTANCE

**TO VENDOR (Volvo & Mack Trucks of Waco) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.**

We as Lessee agree the above listed Equipment is satisfactory in every way, accepted by us and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this installation is not made on a trial basis.

Lessee(s): **Clay County**  
**214 N. Main**  
**Henrietta, TX. 76365**  
**Federal Tax ID# 75-6000861**

Date of Acceptance: June 30, 2016

By: Kenneth Liggett

Kenneth Liggett  
Clay County Judge

KEL  
Lessee. Please Initial

**Exhibit A**

**Lease payments**

<u>Payment Date</u>	<u>Lease Payment</u>
6/30/2016	\$10,000.00
3/15/2017	\$10,000.00
3/15/2018	\$10,000.00
3/15/2019	\$10,000.00
3/15/2020	\$10,000.00
3/15/2021	\$10,000.00
6/30/2021	\$65,836.31

## **Exhibit A**

### **Purchase Option Price**

If Lessee has made all the Lease payments shown on Exhibit A for the entire stated term of the Lease, Lessee may buy the Equipment free and clear of all rights of the Lessor for \$1.00.

Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

- (a) the remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit A (the Lease payments have both a principal and interest component like any loan), plus
- (b) accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.

## TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 2253C (the "Lease") between American National Leasing Company ("ANLC") and CLAY COUNTY (the "Governmental Entity"). The Lease payments in the Agreement contain both a principal component (for repayment to American National for the principal amount it financed) and an interest component (as interest to ANLC for making the financing available). The interest component is priced at a tax exempt interest rate.

The Governmental Entity hereby states for the benefit of American National as follows:

1. The Governmental Entity has not and will not fund any other tax exempt debt transaction within 15 days of the funding of the Lease.

2. The Governmental Entity will own and operate the property financed by the Lease.

3. The Governmental Entity will spend all of the money advanced by American National within no more than two weeks of the date the Lease is funded. None of these funds will be invested.

4. The Lease is not federally guaranteed.

5. The Lease is a privately placed bank loan and is not offered to the general public or a "public security" under Texas law.

6. There is no reserve fund or other specific fund established for payment of the Lease.

7. The proceeds of the Lease are not being used to reimburse the Governmental Entity for any previous expenditure made by it. The proceeds of the Lease will be paid immediately to the vendor of the property.

8. The Lease is hereby designated by the Governmental Entity as a "qualified tax exempt obligation" under Section 265(b)(3) of the Internal Revenue Code. The reasonably anticipated amount of tax exempt obligations to be issued by the Governmental Entity during the same calendar year in which the Lease is funded will not exceed \$10,000,000. Additionally, in calculating the \$10,000,000 the Governmental Entity is including all tax exempt debt issued by local development corporations or other entities issuing "on behalf of" the Governmental Entity except private activity bonds other than Section 501(c)(3) bonds.

9. The weighted average maturity of the Lease (meaning when it is approximately one-half paid off) does not exceed 120% of the useful life of the property being financed.

### General Provisions

1. The Lease has been duly authorized by the governing body of the Governmental Entity at a meeting which the open meeting notice was posted regarding the Lease transaction, and at which a quorum was present.

2. There is no litigation pending regarding the Lease, or to the best of the knowledge of the Governmental Entity threatened in regard to the Lease.

3. Entering the Lease does not constitute an event of default or contravene any other agreement to which the Governmental Entity is a party.

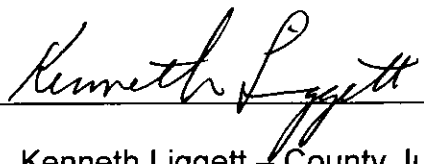
4. The Governmental Entity has the ability to pay the Lease provided the duty to pay the Lease is subject to annual appropriation as set forth in the Lease documents.

5. The property being financed is personal property for which bids were taken in the manner required by law.

6. The Governmental Entity will use the property for one of its essential purposes.

Signed as of this 30<sup>th</sup> day of June, 2016.

### CLAY COUNTY

By:   
Kenneth Liggett – County Judge



# Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)  
► See separate instructions.  
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>CLAY COUNTY, TEXAS</b>		2 Issuer's employer identification number (EIN) <b>75-600861</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <b>MIKE CUBA</b>		3b Telephone number of other person shown on 3a <b>940-397-2491</b>	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>2732 MIDWESTERN PARKWAY</b>		Room/suite	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>WICHITA FALLS, TX 76308</b>		7 Date of issue <b>6/30/2016</b>	
8 Name of issue <b>GOVERNMENT LEASE PURCHASE AGREEMENT</b>		9 CUSIP number <b>NONE</b>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>COUNTY JUDGE KENNETH LIGGETT</b>		10b Telephone number of officer or other employee shown on 10a <b>940-538-4651</b>	

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13	\$104,971	00
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/30/2021	\$ 104,971.00	\$ 104,971.00	2.15 years	2.50 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22	0	00
23 Issue price of entire issue (enter amount from line 21, column (b))	23	104,971	00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	100	00
25 Proceeds used for credit enhancement	25	0	00
26 Proceeds allocated to reasonably required reserve or replacement fund	26	0	00
27 Proceeds used to currently refund prior issues	27	0	00
28 Proceeds used to advance refund prior issues	28	0	00
29 Total (add lines 24 through 28)	29	100	00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	104,871	00

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	UNKNOWN	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	n/a	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	n/a	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	n/a	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

**Part VI Miscellaneous**

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . **35** 0 00
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . . **36a** N/A
- b** Enter the final maturity date of the GIC ▶ \_\_\_\_\_
- c** Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . **37** 0 00
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ \_\_\_\_\_
- c** Enter the EIN of the issuer of the master pool obligation ▶ \_\_\_\_\_
- d** Enter the name of the issuer of the master pool obligation ▶ \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ \_\_\_\_\_
- c** Type of hedge ▶ \_\_\_\_\_
- d** Term of hedge ▶ \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ▶ ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
- b** Enter the date the official intent was adopted ▶ \_\_\_\_\_

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

*Kenneth Liggett* County Judge 6-30-16  
 Signature of issuer's authorized representative Date

COUNTY JUDGE KENNETH LIGGETT

Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no.			

QUOTED BY: Billy H.  
 American National Leasing Company  
 BUSINESS PHONE: 940-397-2457

**Lease No: ANLC# 2253**

CONTACT: Richard Keen  
 Clay County  
 BUSINESS PHONE: 940-704-2288  
 Date: June 30, 2016  
 SOURCE: (5) Year Lease

Clay County pct 4

Bruckners Truck	\$114,871.00
1M1AN07YXHM025509	\$0.00
diesel upcharge	\$0.00
	\$0.00
	\$0.00
FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$114,871.00
Doc Fee	\$100.00
Down Payment	-\$10,000.00
<b>Net Capitalized Cost</b>	<b>\$104,971.00</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
06/30/16	0.00	0	0.00	0.00	104,971.00
03/15/17	10,000.00	258	1,854.97	8,145.03	96,825.97
03/15/18	10,000.00	365	2,420.65	7,579.35	89,246.62
03/15/19	10,000.00	365	2,231.17	7,768.83	81,477.78
03/15/20	10,000.00	366	2,042.53	7,957.47	73,520.31
03/15/21	10,000.00	365	1,838.01	8,161.99	65,358.31
06/30/21	65,836.31	107	479.00	65,357.31	1.00

Net Capitalized Cost	104,971.00
Interest Rate	2.5000%
Residual Value	\$65,358.31
Rounding Adjustment	0.00
<b>Adjusted Res. Value</b>	<b>\$65,358.31</b>

\$10,387.31
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4520 Northwest Freeway  
Wichita Falls, Texas 76306  
(940) 855-4051 or (800) 333-2608  
www.brucknertruck.com

Deal # 2168

Invoice # 39848

DUE UPON RECEIPT TO BRUCKNER SALES, INC.  
P.O. BOX 8027, WICHITA FALLS, TEXAS 76307

DATE: 06/30/2016

Customer  
Information:

CLAY COUNTY PCT 4  
214 N MAIN ST  
HENRIETTA, TX 76365-2800

JOSH PHILLIPS

Vehicle Description:

Year: 2017 Make: MACK Model: CHU613 VIN #: 1M1AN07YXHM025509

Base Sales Price	114771.00
FET	N/A
Sales Tax	N/A
Dealer Inventory Tax	N/A
Title Application	N/A
License Fees & Emissions Surcharge	N/A
Documentary Fee	100.00
Additional Equipment / Cost	N/A
Physical Damage Insurance or Purchase Coverage	N/A
Credit Life Insurance	N/A
Less Trade-In	N/A
Year: Make: Model: STK#: VIN #:	N/A
LESS CASH DOWN	N/A
TOTAL:	114871.00

Received By: \_\_\_\_\_

Date: \_\_\_\_\_

DOCUMENTARY FEE: A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

WIRING TRANSFER INSTRUCTIONS FOR  
BRUCKNER TRUCK SALES, INC.

Account Name: BRUCKNER TRUCK SALES, INC.  
Bank: JP Morgan Chase Bank  
Bank Address: 2200 Ross Avenue  
6th Floor  
Dallas, TX 75201

Officer: Brandon Smith  
Account No: 592825165  
Routing No: (ACH) 111 000 614 (Wire) 021 000 021  
Swift No: CHASUS33

