

2015 CASE Tractor / Mower 2/24/15 255%
 Lease 64003 Payment 22989.52

WORKSHEET FOR LEASE-PURCHASE EQUIPMENT LEASE
 FILE: Equip/Quote
 LESSEE: Clay County Pct 4
 214 N. Main St. Henrieville, TX 76355
 Tax ID # 7E-6000851

Date: 1-21-16
 LEASE NO: 84003
 ACCEPTANCE DATE: February 24, 2015
 CONTACT: Richard Klein
 BUSINESS PHONE: 940-704-7598
 SOURCE: Triple Blade & Steel Inc
 (5) Five Yr. Lease/Purchase

EQUIPMENT:
 2015 CASE Magnum Tractor w/ Mower
 New Serial # ZEBE07845
 Diamond Mower Rotary Head S/N#10068
 Main Frame Serial # MF12762
 10' Modern Optima Flux Vining Mower
 Serial # 9228
 Trade in TS100 NH w/ Tiger Boom

FREIGHT/HANDLING:
 TOTAL PURCHASE PRICE
 Down Payment
 UCC-1 Filing Fee
 Trade Allowance
 Net Capitalized Cost

369,881.70
 90.00
 50.00
 55,610.00
 80.00
 \$14,061.00
 -\$18,000.00
 30.00
 30.00
 \$121,552.70
 -\$15,000.00
 \$100.00
 30.00
 \$106,652.70

Total 139552.70
 18000.00 Trade
 15000.00 down
 100.00 doc fee
 106652.70 Total

Date	Lease Payment	Days Accrued	Acct. Interest	Principal	Note Balance
02/24/15	0.00	0	0.00	0.00	106,652.70
02/24/16	22,989.52	365	2,719.64	20,269.88	86,382.82
02/24/17	22,989.52	365	2,202.76	20,786.76	65,596.07
02/24/18	22,989.52	365	1,872.70	21,316.82	44,279.25
02/24/19	22,989.52	365	1,129.12	21,860.40	22,418.85
02/24/20	22,989.52	365	571.68	22,417.84	1.01

Net Capitalized Cost
 Interest Rate
 Residual Value
 Rounding Residual
 Adjusted Res. Value

\$7,724.23

02/24/15	0.00				
02/24/16	20,269.88	x			\$20,269.88
02/24/17	20,786.76	x			\$41,573.52
02/24/18	21,316.82	x			\$63,950.46
02/24/19	21,860.40	x			\$87,441.80
02/24/20	22,417.84	x			\$112,089.20
	365 / 365 = 1				\$325,324.66
					325,324.66 / 106,652.70 =
					Weighted Avg Maturity 3.1



First National Bank

FIRST NATIONAL BANK LEASING EQUIPMENT LEASE APPLICATION

(PLEASE TYPE OR PRINT CLEARLY)

Municipality Information

Municipality: Clay County, Texas			
Address: 214 N. Main St.			
City: HENRIETTA	County: CLAY	State: Texas	Zip Code: 76365
Telephone No. 940-538-4651		Fax No.	
Contact Name: Kenneth Liggett		Title: County Judge	
Tax ID #: 75-6000861			
Other Information:			
Other Information:			

Vendor Information

Vendor Name: Construction Agricultural Supply Co.		Vendor Contact: Burl	
Address: Hwy. 287 East / PO Box 389			
City: Wichita Falls	State: Texas	Zip Code: 76307	
Telephone No. 940-692-6841		Fax No.	

Equipment Information

Total Amount of Lease: \$106,652.70						
Equipment Location: Clay County, Texas						
Equipment Description : (1) 2015 Case Magnum Tractor w/Mower						
Leasing Term:	12	24	36	48	60	Buyout Option: Dollar Out
Guaranteed Buy Back Option From Vendor: NO						

By signing below, I/we authorize First National Bank Leasing to release and verify any information provided on this application through but not limited to, other financial institutions or third party vendors. The Applicant understands and agrees that the information used on this application will be used to determine financial responsibility and creditworthiness. Furthermore, the Applicant certifies that all of the information to-be true and complete. The Applicant has made no misrepresentations to First National Bank Leasing, nor omitted any information. All information collected and submitted will remain confidential and will not be sold.

I/we will provide a copy of the last two years financial statements and operating budgets to First National Bank Leasing at the time of application. I/we authorize First National Bank Leasing to contact the above vendor to finalize the lease agreement and release/request any information needed.

Kenneth Liggett County Judge 2-24-2015
 Applicant's Signature Title Date

Tax 940 687-2729

COUNTY OF CLAY

100 NORTH BRIDGE STREET

HENRIETTA TX 76365-2858

#4

Jan. 27, 2015

MEMBER
105104

Purchase Order

Priority

Construction Agricultural Supply
P.O. Box 389
Wichita Falls, Texas 76307

National Joint Powers Alliance
Contract No.: 031711-CIH
Proposal

(1) Case Maxxum 125 T4a 4 Wheel Drive Tractor with Cab, heat and air-conditioning	\$98,011.00
Plus all standard equipment, and all listed optional equipment on the prepared worksheet	
NJPA Contract 031711-CIH Discount	-\$29,403.30
Sub-Total	\$68,607.70

Unpublished Options: AM-FM-Weather Band Stereo Radio	Price: _____	350.00
		\$68,957.70

Factory Freight, Load Fee, and Fuel Surcharge:	_____	\$ 924.00
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Total Purchase Price: \$69,881.70

National Joint Powers Alliance Member # 105205
Case IH Natl Joint Powers discount program # 2050

[Signature]
Clay County, Texas
214 Main Street
Henrietta, Texas 76365

Tax I.D. #75-6000861

P.O. # 1262015K

Purchase date Jan 15

Stewart Cobb
613-3998 or 631-4266

CONTRACT (LEASE) NO. 64003

FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING
3801 FAIRWAY BLVD.
WICHITA FALLS, TEXAS 76310

EQUIPMENT LEASE BY MUNICIPALITY

PARTIES:

Lessor: FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING
3801 FAIRWAY BLVD.
WICHITA FALLS, TEXAS 76310

Lessee: CLAY COUNTY
214 N. MAIN ST.
HENRIETTA, TX. 76365
TAX ID # 75-6000861

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 inside CLAY County and will not be moved to another location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to on Exhibit 1 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 on Exhibit 1, 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.) **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 as delivered by Lessor and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment. Lessee represents that it has acquired the Equipment in accordance with applicable Texas bid or procurement law.

3.) **WARRANTIES AND REPRESENTATIONS:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment and not Lessor. 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 REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE EQUIPMENT AT TIME OF LEASE. Lessor specifically disclaims any representation or warrant with regard to merchantability or fitness for a particular use or purpose. Lessee has inspected the Equipment and has selected the Equipment to be financed by this Lease. 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 USE OR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 3 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee. Lessor retains all rights to make warranty claims and settle all warranty disputes on the Equipment in either Lessor's or Lessee's name and for Lessor's benefit without notice to, or consent from, Lessee.

4.) **LEASE PAYMENTS:** The total Lease payments for lease of the Equipment are shown on Exhibit 2. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit 2 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 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 the *Wall Street Journal* Prime Rate +4% per annum, as in effect for the entire period of non-bank qualified status, or taxability.

5.) **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 as set forth on Exhibit 1.

6.) **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 unless Lessee pays the Purchase Option Price in full) 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 sole property of 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 Lessor; 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 the maximum rate allowed by law.

Lessee hereby grants to Lessor and Lessor's assigns a consensual security interest in and lien against the equipment as fully described in Exhibit 1 attachment. 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 or Lessor's assigns as a lienholder. Lessee further consents to Lessor filing a UCC-1 Financing Statement to reflect Lessor's security interest in the Equipment. Lessee shall return the title, endorsed to Lessor or Lessor's assigns, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor or Lessor's assigns as having full legal power and authority (including a limited irrevocable power of attorney coupled with an interest) either to apply for a new title in Lessor's name, or to endorse its rights to purchase the Equipment, and paid the Purchase Option Price in full, the Equipment shall be returned to Lessor as provided above, and such return shall not be deemed a forced sale under Texas law.

7.) **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 1, plus any applicable sales taxes and fees (all being the "Purchase Option Price"), it being understood no taxes are due under current Texas law. 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 1 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 AND WITH ALL FAULTS without any representation or warranty whatsoever.

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 2 (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.

8.) **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.

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

9.) **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. To the full extent permitted by law, Lessee agrees to and does hereby release, indemnify and hold Lessor harmless, from and against all claims, costs, expenses, damages and liabilities, court costs including reasonable attorney fees resulting from or pertaining to the ownership, use or operation of the Equipment during the term of this Agreement subsequent to the termination or expiration 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 to the Equipment, injury or damages to third parties 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 for any purpose for which insurance may be purchased. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as lien holder 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 or Lessor's assigns. Lessee hereby appoints Lessor and Lessor's assigns as Lessee's attorney-in-fact to make claims for, compromise and settle, 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.

Lessor and Lessee acknowledge that Lessor is only leasing 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.

10.) **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.

11.) **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 6 and Section 11(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 11), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit 1, 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 6.
- (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 evidence of title as provided in Section 6.
- (iv) After return of the Equipment, 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.
- (v) Lessor may enforce its rights hereunder by writ of mandamus.

(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 the lesser of (i) 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, or (ii) the maximum rate 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 re-taking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney fees.

12.) 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.

13.) 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.

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. All obligations and payments required of Lessee herein shall be subject to appropriation by Lessee of sufficient funds.

To the extent permitted by law, (i) Lessee may not terminate the Lease in order to purchase, rent or lease property performing functions similar to those performed by the Equipment through the stated maturity date of the Lease, and (ii) Lessee agrees

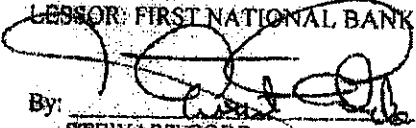
not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Lessee.

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.


THERE ARE NO ORAL AGREEMENTS BETWEEN THE LESSOR AND LESSEE.

DATE OF ACCEPTANCE: FEBRUARY 24, 2015

LESSOR: FIRST NATIONAL BANK d/b/a FIRST NATIONAL BANK LEASING

By: 
STEWART COBB
SENIOR VICE PRESIDENT

LESSEE: CLAY COUNTY
214 N. MAIN ST.
HENRIETTA, TX, 76365
TAX ID # 75-6000861

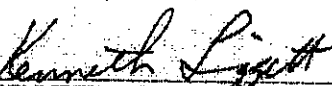
By: 
KENNETH LIGGETT
COUNTY JUDGE - CLAY COUNTY

LESSEE'S ACCEPTANCE

TO VENDOR: 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 has been inspected by Lessee, is satisfactory in every way, accepted by Lessee 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: CLAY COUNTY
214 N. MAIN ST.
HENRIETTA, TX, 76365
TAX ID # 75-6000861

By: 
KENNETH LIGGETT
COUNTY JUDGE - CLAY COUNTY

DATE OF ACCEPTANCE: FEBRUARY 24, 2015

Exhibit 1

Model Number	Serial #	EQUIPMENT INFORMATION Item/Description:	Qty	Price
	ZEBE07043	2015 CASE MAGNUM TRACTOR	1	\$69,881.70
	S/N10088 & MF12762	Diamond Mower Rotary Head & Main Frame	2	\$55,610.00
	S/N9300	10' Modern Offset Flex Wing Mower	1	\$14,061.00
		Trade In TS100 NH w/ Tiger Boom	1	\$18,000.00
		SUB TOTAL:		\$121,552.70
		TOTAL:		\$121,552.70
		LESS DOWN PAYMENT:		(\$15,000.00)
		Document Fees:		\$100.00
		TOTAL CAPITALIZED COST:		\$106,652.70

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	5	Base Lease Payment:	\$22,989.52
No. of Lease Payments:	5	Sales Tax:	N/A
For Business Use Inside: CLAY COUNTY		Property Tax:	N/A
		Total Payment:	\$22,989.52
		Lease End Date:	February 24, 2020

Jan 15 Purchase date
Purchase Price Total 121552.70

Trade 2/18.00
Tractor 69881.70
MOWER 55610.00
2 low wing MOWER 14061.00

Exhibit 2

Lease payments:

<u>Payment Date</u>	<u>Lease Payment</u>	Starting Bal
02/24/15	\$0.00	106652.70
02/24/16	\$22,989.52	
02/24/17	\$22,989.52	
02/24/18	\$22,989.52	
02/24/19	\$22,989.52	
02/24/20	\$22,989.52	

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.

Part I Reporting Authority

1 Issuer's name CLAY COUNTY, TEXAS		If Amended Return, check here <input type="checkbox"/>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) STEWART COBB		2 Issuer's employer identification number (EIN) 75-6000861	
4 Number and street (or P.O. box if mail is not delivered to street address) 3801 FAIRWAY BLVD.		Room/suite	3b Telephone number of other person shown on 3a 940-687-3112
6 City, town, or post office, state, and ZIP code WICHITA FALLS, TX 76310		5 Report number (For IRS Use Only) 3	
8 Name of issue GOVERNMENT LEASE PURCHASE AGREEMENT		7 Date of issue 02-25-2015	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) KENNETH LIGGETT - COUNTY JUDGE		9 CUSIP number NONE	
		10b Telephone number of officer or other employee shown on 10a 940-538-4651	

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	106,653	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"/>				
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	02-24-2020	\$ 106,653.00	\$ 106,653.00	3.1 years	2.55 %

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

22 Proceeds used for accrued interest		22		
23 Issue price of entire issue (enter amount from line 21, column (b))		23	106,653	00
24 Proceeds used for bond issuance costs (including underwriters' discount)		24	100	00
25 Proceeds used for credit enhancement		25		
26 Proceeds allocated to reasonably required reserve or replacement fund		26		
27 Proceeds used to currently refund prior issues		27		
28 Proceeds used to advance refund prior issues		28		
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	106,553	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	►	N/A	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.

Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 6a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- 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
- 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 ▶ _____

35	0	00
36a	N/A	
37	0	00

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.

Signature of issuer's authorized representative: *Kenneth Liggett* Date: 2-24-2015

Type or print name and title: KENNETH LIGGETT - COUNTY JUDGE

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

TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 64003 (the "Lease") between FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING and CLAY COUNTY (the "Governmental Entity"). The Lease payments in the Agreement contain both a principal component (for repayment to FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING for the principal amount it financed) and an interest component (as interest to FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING 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 FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING as follows:

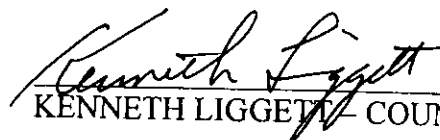
1. The Governmental Entity has not and will not fund any other tax exempt debt transaction within 15 days of the funding of the Lease.
2. The Governmental Entity will own and operate the property financed by the Lease.
3. The Governmental Entity will spend all of the money advanced by FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING 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 February 24, 2015

(CLAY COUNTY)


KENNETH LIGGETT COUNTY JUDGE

Lease # 4886SC 11/23/15 2.20%

Payment 10,721.00

Warren

Quote 164591-01



Quote 164591-01
September 23, 2015

BUYBOARD QUOTE

CLAY COUNTY 4
214 NORTH MAIN ST
HENRIETTA, TX 76365
Attention: RICHARD KEEN

STOCK NUMBER: C71454

MACHINE SPECIFICATIONS

Description

12M3 MOTOR GRADER
MOLDBOARD, 14' PLUS
COLD WEATHER PACKAGE
BASE+2 (FL,RIP)
STARTER, ELECTRIC, HEAVY DUTY
LIGHTS, FRONT HEADLIGHTS, HIGH
CAB, PLUS (STANDARD GLASS)
CAB, PLUS (INTERIOR)
PRODUCT LINK, SATELLITE PLE631
JOYSTICK CONTROLS, BASIC
TIRES, 14.00 X 24 RADIALS
ANTIFREEZE WINDSHIELD WASHER
LIGHTS, WORKING, PLUS
CAMERA, REAR VISION
GUARD, TRANSMISSION
HEATER, ENGINE COOLANT, 120V
MIRRORS, OUTSIDE MOUNTED
RIPPER-SCARIFIER, REAR
PUSH PLATE, COUNTERWEIGHT
SHANKS/TEETH, RIPPER/SCARIFIER

Sell Price	\$251,850.00
Less Gross Trade Allowance	(\$258,200.00)
Ext Warranty	Included
After Tax Balance	(\$6,350.00)

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
140M2	CATERPILLAR ✓	M9D00559	2011	\$211,500.00
279C2	CATERPILLAR ✓	0KWB01246	2013	\$46,700.00

WARRANTY

Standard Warranty: Standard 12 Month Unlimited Hour Full Machine Coverage and 3 year/1500 hour full extended warranty. Includes travel time for warranty repairs

REPRUCHASE with 50% tires and no sheet metal or glass damage.
 3 year/1500 hours \$185,000 5year/2500 hours \$170,000

Accepted by Clay County on ~~August~~ September 28, 2015

Kenneth Lyett
Signature

Phil Denny Machine Sales Representative

6 year

American National Leasing Company

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 48865C

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

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

VENDORS: **Warren CAT**
 1909 Jacksboro Hwy
 Wichita Falls, TX 76301

Model Number	Serial #	EQUIPMENT INFORMATION Item/Description:	Qty	Pric
12M3	#N9F00420	2016 CAT MOTOR GRADER	1	\$251,850.00
140M2	#M9D00559	2011 CAT MOTOR GRADER —	1	(\$211,500.00)
279C2	#0KWB01246 —	2013 CAT MINI LOADER —	1	(\$46,700.00)
		Trade Difference Paid to Clay County		\$6,350.00
		WARREN CAT TOTAL:		\$0.00
		2011 CAT 140M2 MOTOR GRADER	1	\$159,481.65
		2013 CAT 279C2 MINI LOADER	1	\$34,414.65
		Payoff to 1 st National Bank:		\$193,896.30
		EQUIPMENT TOTAL:		\$193,896.30
		Document Fees:		\$65.00
		TOTAL CAPITALIZED COST:		\$193,961.30

-cont.

KEH
 Lessee: Please Initial

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	3	Base Lease Payment:	\$10,721.00
No. of Lease Payments:	2	Sales Tax:	EXEMPT
For Business Use Inside:	Clay County	Property Tax:	EXEMPT
		Total Payment:	\$10,721.00
		Lease End Date:	November 23, 2018

[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.

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.

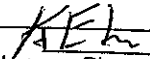
4.) MAINTENANCE: Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment 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.

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).


Lessee: Please Initial

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.

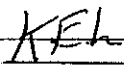
8.) **PURCHASE OPTION:** If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"). Lessee must 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.

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.


Lessee: Please Initial

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.

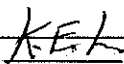
13.) **NON-WAIVER:** The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, 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.

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


Lessee: Please Initial

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: November 23, 2015

Lessor: American National Leasing Company

By: _____
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 (WARREN CAT) 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: November 23, 2015

By: Kenneth Liggett
Kenneth Liggett
Clay County Judge

KEH
Lessee: Please Initial

Exhibit A

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
<u>11/23/15</u>	\$0.00 193961.30 PB
2/01/17	\$10,721.00
2/01/18	\$10,721.00
11/23/18	\$184,990.76


Lessee: Please Initial

Exhibit A

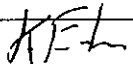
Purchase Option Price

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.


Lessee: Please Initial

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.

Department of the Treasury
Internal Revenue Service

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name CLAY COUNTY, TEXAS		2 Issuer's employer identification number (EIN) 75-6000861	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) MIKE CUBA		3b Telephone number of other person shown on 3a 940-397-2491	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
2732 MIDWESTERN PARKWAY		3	
6 City, town, or post office, state, and ZIP code WICHITA FALLS, TX 76308		7 Date of issue 11/23/2015	
8 Name of issue GOVERNMENT LEASE PURCHASE AGREEMENT		9 CUSIP number NONE	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) COUNTY JUDGE - KENNETH LIGGETT		10b Telephone number of officer or other employee shown on 10a 940-538-5911	

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	\$193,961	30
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	11/23/2018	\$ 193,961.30	\$ 193,961.30	3.10 years	2.20 %

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

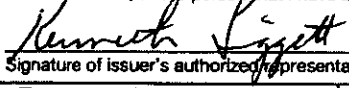
22 Proceeds used for accrued interest	22	0	00
23 Issue price of entire issue (enter amount from line 21, column (b))	23	193,961	30
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	65	00
25 Proceeds used for credit enhancement	25	0	00
26 Proceeds allocated to reasonably required 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	65	00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	193,896	30

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)	▶	11/23/2015	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	UNKNOWN	

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 ▶ <input type="checkbox"/> 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)(II) (small issuer exception), check box ▶			<input checked="" type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶			<input type="checkbox"/>
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> 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 ▶			<input type="checkbox"/>
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 ▶			<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶			<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> 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.			
	 Signature of issuer's authorized representative	11-25-2014 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.

WORKSHEET FOR LEASE-PURCHASE EQUIPMENT LEASE

Quote : EquipQuote

LESSEE: Clay County

Date: 11-23-15

LEASE NO: ANLC 48865C

ACCEPTANCE DATE:

American National Leasing Co.

QUOTED BY: B Hughes

CONTACT: Pct. # 4 Richard Kenn

BUSINESS PHONE: 940-704-2288

EQUIPMENT:

SOURCE: (3) three Yr. Lease/Purchase w/ Guaranteed Buyback

2016 12M3 Motor Grader	\$251,850.00
	\$0.00
Payoff 140M Motor Grader	\$159,481.65
Payoff 279C2 Mini Loader	\$34,414.65
	\$0.00
	\$0.00
FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$445,746.30
Down Payment	\$0.00
UCC-1 Filing Fee	\$65.00
Trade Allowance	-\$258,200.00
Trade difference paid to the County by CAT	\$6,350.00
	\$0.00
Net Capitalized Cost	\$193,961.30

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
11/23/15					
02/01/17	10,721.00	436	5,097.20	5,623.80	188,337.50
02/01/18	10,721.00	365	4,143.42	6,577.58	181,759.92
11/23/18	184,990.76	295	3,231.84	181,758.92	1.00
Net Capitalized Cost	193,961.30	1096	\$12,472.46		
Interest Rate	2.2000%				
Residual Value	\$1.00				
Rounding Adjustment	0.00				
Adjusted Res. Value	\$1.00				

CONTRACT
Concluding Payment Schedule to
Governmental Agreement

Quote number 487-4408

Dated _____, 20__

between
Caterpillar Financial Services Corporation
 and
CLAY COUNTY 4

Description of Unit: 1 Caterpillar 12M3 serial # N9F00420

Date Due	Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 2.50000%	Concluding Payment (*)
Sep-01-15	0	180,875.55	0.00	0.00	0.00	180,875.55
Oct-01-15	1	180,875.55	0.00	0.00	376.82	181,252.37
Nov-01-15	2	181,252.37	0.00	0.00	377.61	181,629.98
Dec-01-15	3	181,629.98	0.00	0.00	378.40	182,008.38
Jan-01-16	4	182,008.38	0.00	0.00	379.18	182,387.56
Feb-01-16	5	182,387.56	0.00	0.00	379.98	182,767.54
Mar-01-16	6	182,767.54	0.00	0.00	380.76	183,148.30
Apr-01-16	7	183,148.30	0.00	0.00	381.56	183,529.86
May-01-16	8	183,529.86	0.00	0.00	382.36	183,912.22
Jun-01-16	9	183,912.22	0.00	0.00	383.15	184,295.37
Jul-01-16	10	184,295.37	0.00	0.00	383.95	184,679.32
Aug-01-16	11	184,679.32	0.00	0.00	384.74	185,064.06
Sep-01-16	12	185,064.06	0.00	0.00	385.55	185,449.61
Oct-01-16	13	185,449.61	0.00	0.00	386.36	185,835.97
Nov-01-16	14	185,835.97	0.00	0.00	387.16	186,223.13
Dec-01-16	15	186,223.13	0.00	0.00	387.96	186,611.09
Jan-01-17	16	186,611.09	0.00	0.00	388.77	186,999.86
Feb-01-17	17	186,999.86	5,214.63	0.00	389.59	182,174.82
Mar-01-17	18	182,174.82	0.00	0.00	379.53	182,554.35
Apr-01-17	19	182,554.35	0.00	0.00	380.32	182,934.67
May-01-17	20	182,934.67	0.00	0.00	381.11	183,315.78
Jun-01-17	21	183,315.78	0.00	0.00	381.91	183,697.69
Jul-01-17	22	183,697.69	0.00	0.00	382.71	184,080.40
Aug-01-17	23	184,080.40	0.00	0.00	383.50	184,463.90
Sep-01-17	24	184,463.90	0.00	0.00	384.30	184,848.20
Oct-01-17	25	184,848.20	0.00	0.00	385.10	185,233.30
Nov-01-17	26	185,233.30	0.00	0.00	385.90	185,619.20
Dec-01-17	27	185,619.20	0.00	0.00	386.71	186,005.91
Jan-01-18	28	186,005.91	0.00	0.00	387.51	186,393.42
Feb-01-18	29	186,393.42	5,214.63	0.00	388.32	181,567.11
Mar-01-18	30	181,567.11	0.00	0.00	378.26	181,945.37
Apr-01-18	31	181,945.37	0.00	0.00	379.06	182,324.43
May-01-18	32	182,324.43	0.00	0.00	379.84	182,704.27
Jun-01-18	33	182,704.27	0.00	0.00	380.63	183,084.90
Jul-01-18	34	183,084.90	0.00	0.00	381.43	183,466.33
Aug-01-18	35	183,466.33	0.00	0.00	382.22	183,848.55
Sep-01-18	36	183,848.55	0.00	0.00	383.02	184,231.57
Oct-01-18	37	184,231.57	0.00	0.00	383.81	184,615.38
Nov-01-18	38	184,615.38	0.00	185,000.00	384.62	0.00
total			<u>10,429.26</u>	<u>185,000.00</u>	<u>14,553.71</u>	

(*) Does not include any rent payment or other amount then due.

Initialed: _____
 (Lessee)



Department of Treasury
Internal Revenue Service
Ogden UT 84201-0074

126254.488208.319290.23045 1 AT 0.416 373



COUNTY OF CLAY
214 N MAIN ST
HENRIETTA TX 76365-2850



26254

Notice	CP152
Tax period	November 30, 2015
Notice date	March 14, 2016
Employer ID number	75-6000861
To contact us	Phone 1-877-829-5500 FAX 801-620-5555

Page 1 of 1

Acknowledgment of your November 23, 2015 Form 8038-G

We received your tax-exempt bond form

This notice serves as official acknowledgment that we received your Form 8038-G. If you filed more than one form, you will receive a separate acknowledgment for each one.

Tax-exempt bond information

Name of issue	GOVERNMENT LEASE PURCHASE AGREEMENT
CUSIP number	NONE
Issue date	November 23, 2015
Issue price	\$193,961.00
Maturity date	November 23, 2018

Important reminders

- Attach a copy of this notice to all of your correspondence and documents related to this tax-exempt bond.
- If a tax practitioner or someone else prepared your form, you may want to give them a copy of this notice. (A copy was automatically sent to all representatives authorized with a Power-of-Attorney for this form.)

Additional information

- Visit www.irs.gov/cp152.
- For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).
- If you have questions about tax-exempt bonds, call TEGE Customer Account Services at 1-877-829-5500.
- Keep this notice for your records.

If you need assistance, please don't hesitate to contact us.

Lease 2253 ~~AE~~ Mack Truck 2.50% 3/15/17 payment due
 payment 10,000.⁰⁰

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
Net Capitalized Cost	\$104,971.00

<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	
Adjusted Res. Value	\$65,358.31	

\$10,387.31

Clay County Precinct 4	
Bruckners Mack Truck	\$114,871
+ Documentation fee	\$100
- Estimated Down Payment	(\$10,000)
Total	\$104,971
Payments beginning in March 2016	\$10,000
Interest Rate	2.50%

Sycamore



BILLY HUGHES
Leasing Officer

2732 Midwestern Parkway
Wichita Falls, TX 76308
www.amnat.com

billyh@amnat.com
940.397.2457 (office)
940.867.1537 (mobile)
940.235.4190 (fax)

Billy Hughes
American National Leasing
940.397.2457
bhughes@amnat.com



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:	Make:	Model:	VIN #:
2017	MACK	CHU613	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
	N/A
	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. 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

Contract Number: 430-13 Date: 06-23-2016
 Contractor: Volvo & Mack Trucks of Waco
 Prepared By: Justin Clark
 Phone: (254) 662-0911
 Email: jclark@volvomackwaco.com
 Fax: (254) 662-0558

Buying Agency:	Clay County Precinct #4
Contact Person:	Richard Keen
Phone:	940-704-2288
Fax:	
Email:	claycountypct4@att.net

Product Description Mack CHU613, Item No. 216		PO Number:	
A. Product Item Unit Price Per Contract 430-13			\$50,001
B. Published Options - Itemized Below			
Description	Cost	Description	Cost
MP8 505 HP	\$15,900.00	Front tires - 11R24.5	\$3,200.00
Eaton Fuller 18 speed	\$15,900.00	Rear tires - 11R24.5	\$6,995.00
14,600 front axle	\$8,995.00	200-249 wheelbase	\$9,999.00
40,000 lbs. air suspension	\$14,995.00		
Subtotal From Additional Sheet(s):			
Subtotal B:			\$125,985.00
C. Body Options & Unpublished Options - Itemized Below			
Description	Cost	Description	Cost
belly dump switch and electric tarp switch	\$0.00	Discount VIN # 025509	-\$11,514.00
Subtotal From Additional Sheet(s):			
Subtotal C:			-\$11,514.00
D. Total Cost Before Any Applicable Trade-In/Other Allowances/Discounts (A+B+C)			
Quantity Ordered	1	X Subtotal of A+B+	\$114,471.00
		Subtotal D:	\$114,471.00
E. Buyboard Fee (From Fee Schedules, Table)			\$400.00
F. Trade-Ins/Special Discounts/Other Allowances/Freight/Miscellaneous Charges			
Description	Cost	Description	Cost
Subtotal F:			\$0.00
Delivery Date:	2-5 days from issued PO	G. Total Purchase Price (D+E+F)	
		\$114,871.00	

PLEASE FAX A COPY OF THE QUOTE AND PO TO BUYBOARD



**Bruckner Truck Sales, Inc.
Retail Purchase Order**

Date: June 7, 2016

CUSTOMER INFORMATION

Name: Clay County Precinct #4

Address: 214 N Main St

CSZ: Henrietta, TX 75865

Phone: Cell: 940-704-2288

Fax: 940-538-4406 Contact: Richard Keen - Commissio

Email: claycountypct4@att.net

EQUIPMENT INFORMATION

Stock #: 38848

Year: 2017

Make: Mack

Model: CHU813

VIN: 1M1AN07YXHM025509

Salesman: Josh Phillips

EQUIPMENT SPECIFICATIONS

Engine Make:	Mack MP8-605C	Wheelbase:	219"
Horsepower:	505	Frame:	9.5mm Steel
Engine Brake:	Yes	Interior Trim:	Custom Deep Copper
Transmission:	Fuller RTLO-18913A 13-Spd	Wheels Front:	Polished Aluminum
Front Axle:	14,600#	Wheels Rear:	Steel
Rear Axle:	40,000#	Tire Size:	11R24.5
Rear Suspension:	40,000# Air-Ride	Tire Front:	Bridgestone M943
Ratio:	3.55	Tire Rear:	Bridgestone M726EL

Chassis includes the Following Local Extras:

	Amount
New Truck Prep	\$114,771.00
Belly Dump Switch Installed	
BuyBoard Fee	
Dealer Fee	
Electric Tarp Switch Installed	

Trade-In Information:	Trade 1:	Trade 2:
Allowances:		
VIN:		
Year:		
Make:		
Model:		
Payoff:		

OTHER CHARGES:		
Lien Entry & Registration Fees (Estimated):		-
Purchase Coverage	Type: _____	-
Insurance	Type: _____	-
Doc Fees:		100.00
Cash Down Payment:		-
TOTAL:		\$114,871.00

Dealer Signature: _____ Customer Signature: _____

Date: _____ Date: _____

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 and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

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:	EMEMPT
		Total Payment:	\$10,000.00
		Lease End Date:	June 30, 2021

[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.

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.

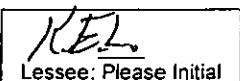
3.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition 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.

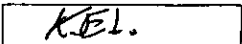
(b) **Remedies.** If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

- (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.

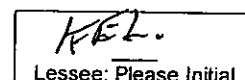
(d) **Expense of Enforcement.** Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, 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

Kenneth Liggett
Lessee: Please Initial

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

Part I Reporting Authority If Amended Return, check here ►

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

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)

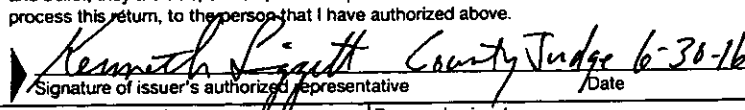
22 Proceeds used for accrued interest	22	0	00
23 Issue price of entire issue (enter amount from line 21, column (b))	23	104,971	00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	100	00
25 Proceeds used for credit enhancement	25	0	00
26 Proceeds allocated to reasonably 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	

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 ▶ <input type="checkbox"/> 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 ▶			<input checked="" type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶			<input type="checkbox"/>
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> 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 ▶			<input type="checkbox"/>
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 ▶			<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶			<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> 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.			
	 Signature of issuer's authorized representative	Date 6-30-16	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
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		

2017 MACK TRUCK

Purchase price 114,871.⁰⁰ 10,000.⁰⁰ down

Exhibit A

Lease payments

Financed 104,971.⁰⁰

<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



AEH
Lessee: Please Initial

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:

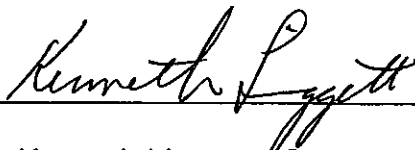
1. The Governmental Entity has not and will not fund any other tax exempt debt transaction within 15 days of the funding of the Lease.
2. The Governmental Entity will own and operate the property financed by the Lease.
3. The Governmental Entity will spend all of the money advanced by American National 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 30th day of June, 2016.

CLAY COUNTY

By: 
Kenneth Liggett - County Judge

Lease # 001-0759684-000

3/10/2016

1 of 1

CCM

Amortization Schedule

Creditor: Caterpillar Fin Svcs
Purpose: 2015 CAT 924K Wheel Loader
Amount financed: \$130,314.00
Interest rate: 2.25000%
Term (in years): 5
payments per year: 1
Periodic payment: \$12,460.79

Payment #	Payment	Interest	Principal	Unpaid Balance
7/24/2015				\$130,314.00
2/30/2016	12,460.79	2,495.12	9,965.68	120,348.33
2/30/2017	12,460.79	2,707.84	9,752.95	110,595.37
2/30/2018	12,460.79	2,488.40	9,972.39	100,622.98
2/30/2019	12,460.79	2,264.02	10,196.77	90,426.21
2/30/2020	92,460.79	2,034.59	90,426.20	0.00

WARREN POWER & MACHINERY, INC.
2701 PRODUCTION ST.
ODESSA, TX 79761

Warren Power & Machinery, Inc. offers the following Repurchase Agreement to:

Agency: CLAY COUNTY, TX Precinct 4
Machine: (1)924K Loader, s/n PWR04476
Repurchase Term: 60 months, 1500 hours whichever comes first
Repurchase Amount: \$80,000

Conditions of this agreement are that Warren Power & Machinery, Inc. will be notified in writing at least 30 days prior to the machine being presented for repurchase. Machine will be in running condition with normal wear. Vehicle will be returned with **50% tires and cutting edges**. Repairs necessary due to misuse, neglect, abuse or damage caused by fire, theft, storms or vandalism will be repaired and are the responsibility of the customer and will be completed prior to any repurchase.

Warren Power & Machinery, Inc.

Clay County, TX Precinct 4

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

2015 924K New Caterpillar Wheel Loader 4500.00 down

SALES AGREEMENT

DATE Jul 13, 2015

PWR04476

WARREN CAT, PO BOX 80682, MIDLAND, TX 79711-0622 Phone: (432) 571-4200

130314.00 purchase price
130314.00



ASER CLAY COUNTY 4

STREET ADDRESS 214 NORTH MAIN ST <SAME>

CITY/STATE HENRIETTA, TX COUNTY CLAY (077)

POSTAL CODE 76365-2800 PHONE NO. 940 928 2421

EQUIPMENT RICARD KEEN

PRODUCT SUPPORT RICARD KEEN

INDUSTRY CODE: GOVT ROAD CONST & MAINT (207R) PRINCIPAL WORK CODE _____

F.O.B. AT: BELLEVUE

CUSTOMER NUMBER 9973194 Sales Tax Exemption # (if applicable) _____ CUSTOMER PO NUMBER RICHARD

GOVT _____

(All terms and payments are subject to Finance Company - OAC approval)

NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/>	CSC <input type="checkbox"/>	LEASE <input checked="" type="checkbox"/>
CASH WITH ORDER <u>\$4,500.00</u>	BALANCE TO FINANCE <u>\$130,314.00</u>	CONTRACT INTEREST RATE <u>2.25%</u>		
PAYMENT PERIOD <u>ANNUAL</u>	PAYMENT AMOUNT <u>\$12,460.79</u>	NUMBER OF PAYMENTS <u>5</u>	OPTIONAL BUY-OUT <u>\$80,000.00</u>	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE	MODEL	YEAR	
CATERPILLAR	924K	2015	
STOCK NUMBER: C68810	SERIAL NUMBER: 0PWR04476		
924K WHEEL LOADER	333-6522	GUARD, POWERTRAIN, LOWER	349-8165
HYD, 3V, COUPLER READY, STD LIFT	366-8173	GUARD, CRANKCASE	349-8163
STEERING, STANDARD	333-6850	TOOLBOX GROUP	347-8059
DIFFERENTIAL, OPEN REAR	333-6528	ENGINE - AR	430-2990
ENVIRONMENT, STANDARD	366-8125	BUCKET, GP, 2.70 YD3, PO	345-2820
WEATHER, COLD START 120V	366-8129	CUTTING EDGE, BOLT ON (4 PIECE)	8E-4566
CAB, DELUXE	342-0200		
SEAT, DELUXE	342-0110		
RADIO, CD, DELUXE	333-1369		
TIRES, 20.5R25 TI MXL * L3	376-0827		
FENDERS, STANDARD	366-8148		
COUNTERWEIGHT, HEAVY	348-2579		
RIP NTROL	384-6282		
REAR VIEW	333-1450		
LIGHTS, AUX, HALOGEN / HALOGEN	333-1427		

YEAR	TRADE-IN EQUIPMENT	SERIAL NO.	Sell Price	
				\$134,814.00
			Ext Warranty	Included
			After Tax Balance	\$134,814.00

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

GROSS TRADE ALLOWANCE _____

PAYOUT TO _____ AMOUNT OWING _____

CUSTOMER TO PAYOUT WARREN CAT TO PAY OUT

CAT financial
800651-0567

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

CATERPILLAR EQUIPMENT WARRANTY INITIAL _____

The customer acknowledges that he has received a copy of the Warren CAT/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.
Standard 12 Month Unlimited Hour Full Machine Coverage

GOVERNMENT 60 MONTH / 2000 HOUR FULL PREMIER

USED EQUIPMENT WARRANTY INITIAL _____

All used equipment is sold as is where is and no warranty is offered or implied except as specified here:

Warranty applicable: _____

CSA: _____

NOTES: _____

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

To the extent that the property described herein is used equipment, Buyer is hereby notified that Warren Power & Machinery, Inc. has assigned its rights (but not its obligations) in this agreement to sell such equipment to CATD Exchange Services, LLC, a qualified intermediary, as part of an Internal Revenue Code Section 1031 exchange.

WARREN CAT PURCHASER

APPROVED AND ACCEPTED ON _____

CLAY COUNTY 4

ORDERED BY Phil Denny REPRESENTATIVE

BY Kenneth Lyette SIGNATURE

Cheryl Judge PURCHASER

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official.

C. Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC

<http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

OTHER TERMS AND CONDITIONS

PAYMENT AND SECURITY INTEREST:

Unless otherwise indicated above, payment shall be made in full on or before Purchaser takes possession of Equipment. If full payment is not made prior to possession, then Purchaser grants to Seller a security interest in the Equipment and all proceeds thereof to secure payment of the Purchase Price and any and all liabilities and obligations of Purchaser to Seller. Seller may file Financing Statements, Continuation Statements, or any other such documents all without Purchaser's signature and at the expense of Purchaser. Any delinquent payment shall bear interest from the date it is due until paid at the highest interest rate permitted under applicable law.

WHERE AND WHOM TO MAKE PAYMENTS:

All payments shall be made payable to Warren Cat and sent to PO Box 842116, Dallas, TX 75284" and please underline and bold the address just as before.

DEFINITION OF WARREN CAT AND SELLER:

Warren Cat and Seller are defined as Warren Power & Machinery, Inc.

DELIVERY AND INSPECTION OF EQUIPMENT:

The Equipment shall be shipped to the location on the date stated in this Agreement. Shipping Date stated above is an estimate only, and if Equipment is not available or ready on that date it will be made available as reasonably soon thereafter as possible. PURCHASER SHALL INSPECT THE EQUIPMENT PRIOR TO SHIPMENT AND ONCE PURCHASER HAS AGREED TO AND AUTHORIZED THE SHIPMENT OF THE EQUIPMENT, IT SHALL BE CONCLUSIVELY PRESUMED THAT PURCHASER HAS FULLY INSPECTED AND ACCEPTED THE EQUIPMENT AS BEING IN GOOD CONDITION AND IN CONFORMITY WITH THIS AGREEMENT. Purchaser shall pay (to Seller or to third parties) all transportation costs in advance for delivery of the Equipment including but not limited to: loading, unloading, installing, dismantling, hauling, demurrage, freight and switching charges.

RISK OF LOSS AND INSURANCE.

Purchaser assumes all risks of loss and full responsibility for all loss or damage to Equipment from the date of this Agreement. Purchaser shall immediately provide and maintain in full force and effect the following policies of insurance: (a) fire, theft, and other hazards in sufficient amounts to cover the full replacement value of the Equipment; (b) comprehensive policy of public liability for each item of Equipment with the following minimum limits: (i) bodily injury - \$1,000,000; and (ii) property damage - \$1,000,000. In each policy, Seller shall be named as an additional insured and/or loss payee. Purchaser shall promptly furnish to Seller certificates or copies of each policy of insurance. Each policy shall provide for twenty (20) days written notice to Seller of the cancellation or material modification of the policy.

TRANSFER OF EQUIPMENT AND WARRANTY OF TITLE:

For value received, Seller does hereby sell, convey, assign, and transfer the Equipment to Purchaser to be effective only after full payment of the Purchase Price. Seller warrants and delivers title unto Purchaser free and clear of any and all liens, security agreements, and encumbrances. The Seller hereby binds Seller, and its successors and assigns, to warrant and defend the title of the property described herein to Purchaser, and Purchaser's successors and assigns, forever against every person whomsoever lawfully claiming or to claim such Equipment or any part thereof.

WARRANTY, CLAIMS, AND DAMAGES:

The warranties on the Equipment shall be the manufacturer's warranties, if any, and only if in writing. There are no warranties from Seller. Purchaser shall look to the manufacturer for the description of the warranty and for any warranty claims. Purchaser acknowledges and agrees that the Equipment is of a size, design, and manufacture selected by Purchaser and is suitable for Purchaser's purposes and contains all safety features deemed necessary to Purchaser. No affirmation, representation, or warranty made by an employee or agent of Seller shall be enforceable unless it is specifically included in this Agreement. SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION, COVENANT, OR WARRANTY AS TO THE EQUIPMENT INCLUDING MERCHANTABILITY, QUALITY, CONDITION, DURABILITY, SUITABILITY, FITNESS FOR USE, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY WHATSOEVER. THE EQUIPMENT IS SOLD "AS IS, WHERE IS" AND SUBJECT TO ALL FAULTS. SELLER SHALL NOT BE LIABLE FOR LOSS OR TIME, INCONVENIENCE, COMMERCIAL LOSS, OR CONSEQUENTIAL DAMAGES. Seller shall not be liable to Purchaser, for any failure of the Equipment to operate, or for any delay, loss, or expense caused thereby or for any interruption of service or use of the Equipment while such Equipment is undergoing servicing or repair. Seller shall not be required to furnish replacement Equipment or to grant any credit because of such loss of use of the Equipment while undergoing repairs or because of inclement weather.

TRADE-IN PROPERTY:

In consideration for the credit against the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser does hereby irrevocably sell, assign, transfer and convey unto Seller, its successors and assigns, the Trade-in Property described above. Purchaser represents and warrants that Purchaser is the sole owner of the Trade-in Property, that Purchaser has full power and authority to sell the Trade-in Property, and that there are no liens, claims, debts, mortgages or encumbrances of any kind, nature, or description against the Trade-in Property, of record or otherwise. The Purchaser hereby binds Purchaser, and its successors and assigns, to warrant and defend the title of the property described herein to Seller, and Seller's successors and assigns, forever against every person whomsoever lawfully claiming or to claim such Trade-in-Property or any part thereof. Purchaser represents and warrants that the Trade-in Property is in good working condition, that there are no defects (latent or patent), and that there are no undisclosed conditions or defects.

JURISDICTION AND VENUE:

If the Equipment was sold from one of Seller's locations in the State of Texas, jurisdiction and venue of any dispute arising from or related to this Agreement shall be in Midland County, Texas and the laws of the State of Texas shall govern the dispute. If the Equipment was sold from one of Seller's locations in the State of Oklahoma, jurisdiction and venue of any dispute arising from or related to this Agreement shall be in Oklahoma County, Oklahoma, and the laws of the State of Oklahoma shall govern the dispute.

ARBITRATION:

Any claim by Purchaser against Seller arising out of or related to this Agreement or to the Equipment, Trade-in-Property, repairs, warranties, etc. shall, at the option of Seller, be settled and decided by binding arbitration conducted in Midland County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The judgment by the arbitrator(s) shall be final, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof.

MISCELLANEOUS PROVISIONS:

This Agreement is the entire agreement between the parties hereto containing all agreed upon terms and conditions, and it supersedes and cancels any and all prior agreements and negotiations, whether written or oral. Time is of the essence in the performance of this Sale. Seller is not in any way or for any purpose a partner of or joint venture with Purchaser. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Purchaser and Seller will execute and deliver all other documents as may be reasonably needed to effectuate and complete the transaction(s) the subject of this Agreement. Both parties hereby represent and warrant that the person executing this Agreement has the proper authority from their respective entities to bind the entities to this Agreement. This Agreement may be executed by facsimile or electronically which shall have the same effect as an original signature.

INDEMNITY:

PURCHASER SHALL PROTECT, INDEMNIFY, AND SAVE SELLER AND ITS ASSIGNS HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER, INCLUDING ATTORNEYS FEES, ARISING IN FAVOR OF ANY PERSON, INCLUDING EMPLOYEES OF PURCHASER, ON ACCOUNT OF PERSONAL INJURIES OR DAMAGES TO PROPERTY OCCURRING, GROWING OUT OF, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE SELECTION, PURCHASE, OWNERSHIP, DELIVERY, USE, OPERATION, MAINTENANCE, REPAIR, OR RETURN OF THE EQUIPMENT WHETHER SUCH LOSS, DAMAGE, OR INJURY OR LIABILITY ARISES FROM OR IS CONTRIBUTED TO BY THE NEGLIGENCE OF THE SELLER OR ITS EMPLOYEES, AND WHETHER DUE OR CONTRIBUTED TO BY IMPERFECTIONS OR DEFECTS OF THE EQUIPMENT, WHETHER LATENT OR PATENT, OR FROM OTHER CAUSES WHATSOEVER.

WAIVER OF DTPA RIGHTS:

PURCHASER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF PURCHASER'S OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS TO THIS WAIVER.

WAIVER OF DTPA RIGHTS:

PURCHASER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF PURCHASER'S OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS TO THIS WAIVER.

Acceptance of goods or services constitutes acceptance of the Warren Cat Standard Terms and Conditions which are incorporated by reference and available at <https://www.warrencat.com/terms-conditions> or upon request.

OTHER PROVISIONS:

Warranty Acknowledgment and Customer Service Agreement for Travel, Mileage and Scheduled Oil Sampling (S.O.S./M.D.W.) Expense

Jul 13, 2015

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

Account#: 9973194
Machine Model: 924K
Machine Serial Number: 0PWR04476

Attached please find Warren CAT/Caterpillar Warranty Statements on the above referenced machine. Listed below are the applicable coverages:

- 12 Month/Unlimited Hour Warranty, beginning ON DELIVERY
- Extended Power Train Coverage _____
- Extended Power Train + Hydraulics Coverage _____
- Extended Full Machine Warranty 5 YR/2000 HOUR
- Battery Limited Warranty
- Tire Limited Warranty

Field Service travel time and mileage expense and scheduled oil sampling (SOS) are covered expenses for TRAVEL TIM FREE FOR 5YR/2000 HR WARRANTY RPRS

Travel time and mileage expense is not covered for skid steer loaders, multi terrain loaders, mini excavators or compact wheel loaders.

Scheduled Oil Sampling (SOS) expense during the extended warranty period is a covered expense.

Please acknowledge receipt of the warranty statements and customer service agreement by signing this form below.

Acknowledgement and acceptance of terms:

Kenneth Liggett
Signature

July 21, 2015
Date



Customer Number	9973194
Customer Name	CLAY COUNTY 4

CUSTOMER CONTACT INFORMATION

Name:		Phone:	
Job Role:		Email:	

SERIAL NUMBER

SERIAL NUMBER

	Included with new machines delivery for 3 years.	0PWR04476	Included with new machines delivery for 3 years.
	Included with new machines delivery for 3 years.		Included with new machines delivery for 3 years.
	Included with new machines delivery for 3 years.		Included with new machines delivery for 3 years.
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	Included with new machines delivery for 3 years.		Included with new machines delivery for 3 years.
	Included with new machines delivery for 3 years.		Included with new machines delivery for 3 years.

I acknowledge and accept the terms and conditions of the data privacy Agreement.

CLAY COUNTY 4	<i>Kenneth L. Jett</i>	<i>Clay County Judge</i>	Jul 13, 2015
Customer Signature		Title	Date
WARREN CAT			Jul 13, 2015
Dealer Signature		Title	Date



Telematics Data Consent Form

WARRENCAT.COM | 886.2WARREN

I agree and acknowledge that to the extent this equipment is equipped with a telematics system (e.g., Product Link), that data concerning this equipment, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates (collectively, "Caterpillar"), and/or its dealers.

Caterpillar Inc. recognizes and respects customer privacy. The Caterpillar Telematics Data Privacy Statement (the "Privacy Statement") describes the categories of information collected, the purposes of the processing of the information, how the information is shared, how to ask questions about telematics and how to revoke your consent. The Privacy Statement is available online at www.cat.com and attached to this consent form.

I consent, agree to allow, and grant a worldwide, perpetual, fully paid up, non-exclusive, nonrevocable, license to, Caterpillar and/or its dealers to use, access and transfer this information in accordance with this consent form and the Privacy Statement, including for this information to be transferred to jurisdictions that may not offer the same level of data protection as the jurisdiction in which I am located. Furthermore, I acknowledge and agree that to the extent consent of the operator is required that I will have and will obtain their consent prior to allowing them to use the equipment.

In the event that I transfer ownership of the equipment, I agree to notify the next owner about the telematics system, the information being transmitted and the Purposes and this language including the link to the privacy statement. In addition, I will notify my dealer that I have transferred ownership of the equipment.

I have been provided a copy of the Caterpillar Telematics Data Privacy Statement.

I have read and I understand the Caterpillar Telematics Data Privacy Statement.

I freely consent to the data collection and transfers described in this consent form, including the Caterpillar Telematics Data Privacy Statement.

The undersigned company hereby gives its voluntary consent and agreement:

CLAY COUNTY 4
Company Name

Kenneth Lygett
Represented by (Please Print)

Kenneth Lygett
Signature

July 21, 2015
Date



CREDIT APPLICATION (SUBMIT WITH DOCUMENTATION PACKET)
 Caterpillar Financial Commercial Account Corporation
 Phone: (800) 651-0567 Fax: (615) 341-5925
 Email: Credit.Department@cat.com

CLAY COUNTY, TEXAS PRECINCT #4
 214 N MAIN ST
 HENRIETTA, TX 76365

TERMS AND CONDITIONS

Definitions: The terms "you" and "your" will refer to the person applying for financing, each Guarantor and each Signatory signing this credit application. The terms "we", "us" or "our" will refer to Caterpillar Financial Services Corporation ("CFSC") and/or Caterpillar Financial Commercial Account Corporation ("CFCAC" and, together with CFSC, the "Cat Financial Companies"), either individually or collectively, as applicable. Collectively, the Cat Financial Companies, Caterpillar Inc. and their affiliates and subsidiaries are referred to herein as the "Caterpillar Companies".

Representations and warranties: You represent that the information provided by you in this credit application (i) is true, correct and complete and (ii) is provided for the purpose of you obtaining credit from us.

Privacy Notice: You authorize us, or our designee, to investigate or obtain from other Caterpillar Companies, sellers of Caterpillar products (each a "Dealer"), banks, consumer reporting agencies, financial institutions, merchants, customers or any other person or entity any personal or business information related to you that we may deem appropriate, including but not limited to consumer reports and credit histories, for the use described herein. You authorize and instruct each such person or entity to furnish, share or otherwise make accessible to us any such information in their possession. We may use and rely upon such information, and any information provided in this credit application, (a) to make a credit decision to extend credit now or in the future pursuant to a subsequent application or request, (b) to continue any previously provided credit, (c) to review your account, (d) to assist in any collection activity, (e) to otherwise investigate your credit, (f) to improve or market Caterpillar products and services, and (g) to share such information with any other person or entity, including but not limited to the Caterpillar Companies, Dealers, consumer reporting agencies, financial institutions, and merchants.

This application for credit is solely from us. A decision to grant or deny business credit by CFSC will be made by CFSC, and a decision to grant or deny credit by CFCAC will be made by CFCAC. We may, in our sole discretion, refuse to extend business credit, goods, or services to you and may terminate any such credit extended at any time. Any references to a requested amount of credit in this credit application will not be deemed a limitation of liability by you. You understand and agree that any credit granted by us to you will be governed by the provisions and conditions set forth in CFCAC's Customer Agreement (or similarly titled) between us where granted by CFCAC or the applicable agreements between us where granted by CFSC.

You acknowledge that this credit application is for business customers only (including sole proprietorships) and credit provided by us in connection with this credit application may not be used to acquire equipment or services for personal, household or family purposes. You acknowledge that you have read and fully understand the terms and conditions contained in this credit application.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning these creditors is the FTC Regional Office for the region in which the Cat Financial Companies operate or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, contact us at the applicable address below within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request for the statement.

Caterpillar Financial Services Corporation, Attn: Credit Manager, 2120 West End Ave., P.O. Box 340001, Nashville, TN 37203

COMPLETE if you are financing PARTS, SERVICE, ATTACHMENTS or RENTING equipment from a Cat Dealer with Commercial Account

Requesting a revolving credit limit range of (select ONE): \$ _____ \$25,000 or less \$25,000-\$75,000 \$75,000 or more (see FINANCIAL section below)

Billing preference (select ONE or statement billing will apply):

- STATEMENT BILLING:** Receive one statement monthly that covers all transactions made during that period. A minimum payment of 10% (revolving) of the account balance plus interest is due each payment cycle, or pay in full without interest charges. Rental charges are due in full by the due date. As with all statement billing methods payments are applied to the oldest outstanding balance.
- INVOICE BILLING:** Immediately receive a separate Invoice Bill that mirrors the dealer invoice for each transaction you make, plus receive a monthly summary of all paid and open invoices. The full payment of the invoice is due on the stated terms.

Name(s) of individual(s) authorized to charge on account: 1) Name _____ 2) Name _____

Contact Credit.Department@cat.com to request additional authorized users.

FINANCIAL: Attach the following if financing exceeds \$75,000 for a Commercial Account

Financial statements for the last 2 fiscal year-ends, latest interim statements and comparable interims from prior year (if fiscal year-end is over 120 days), and a detailed list of work on hand

Additional financial information may be required.

SIGNATURES

Required signatures: If you are a legal entity (e.g., corporation, limited liability company or limited liability partnership), an authorized person must sign below on your behalf in addition to each owner listed in this credit application. If you are a partnership or a sole proprietorship, each owner must sign below.

Ownership (To be completed by every owner; ID required)

1) Signature _____ Printed Name _____ Date _____

2) Signature _____ Printed Name _____ Date _____

Authorized Signature (Individual OTHER than owner) _____ Date _____

Printed Name _____ Title _____





CAT FINANCIAL COMMERCIAL ACCOUNT

PLEASE DISREGARD THIS OFFER IF YOU ALREADY HAVE A COMMERCIAL ACCOUNT

CLAY COUNTY, TEXAS PRECINCT #4
214 N MAIN ST
HENRIETTA, TX 76365

IMPORTANT OPPORTUNITY

As a Caterpillar Financial Services Corporation customer, you now have the opportunity to open a Commercial Account. Commercial Account is an easy and convenient way to pay for parts, service or rentals, and is accepted at all Cat Dealers and Cat Rental Stores in the U.S. With the Commercial Account, you will have the ability to better manage your cash flow by making a monthly minimum payment of 10% on all your parts and service purchases. Rental payments must be paid in full the month following the charge. You will receive one detailed monthly statement of your charges, and have the ability to view your transactions online through our secure website 24/7.

Through the Commercial Account you may also receive special 0% financing on rebuilds and major repairs (see your Cat Dealer for details).

- If you need flexibility in paying for a large repair or work tool purchase or
- You need expanded access to Caterpillar Dealers as your work grows beyond your dealership's area, then the Commercial Account is for you.

To request that an account be opened for you, please complete the application on the next page. Sign the application and return it with this document package OR fax it back to us at 615-341-5925.

If you are interested in a certain credit line amount, please indicate the desired amount on the application. Upon receipt, we will review your request and advise you of our decision.

Once you have returned the enclosed application, you will receive a welcome package with your credit line amount, account number and the Customer Agreement. **

For more information, please call us at 1-888-CAT-8811 or visit us at www.catfinancial.com/commercialaccount. Take advantage of this offer and activate your account today!

Best regards,

The Commercial Account Team

***Reply by: SEPTEMBER 18, 2015 to take advantage of this offer.**

****In some instances, we may not be able to open an account for you based on your credit report and other pre-determined criteria. We will notify you by mail if we are unable to open an account for you.**



This Amendment (the "Amendment"), dated July 21, 2015 (the "Effective Date"), to the Governmental Lease-Purchase Agreement (the "Agreement") for the Transaction Number set out above is by and between the parties identified below.

1. PARTIES

LESSOR:

LESSEE:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

CLAY COUNTY, TEXAS PRECINCT #4
214 N MAIN ST
HENRIETTA, TX 76365

2. TERMS AND CONDITIONS

- a) Capitalized terms used but not defined herein will have the meaning given them in the Agreement.
- b) Except as provided herein, the Agreement will remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein will be deemed to be a waiver or amendment of any other provision contained in the Agreement or any of our rights or remedies under the Agreement.
- c) As of the Effective Date, the Agreement is amended as set forth below.

3. AMENDMENT

Section 7 of the Agreement is amended and restated in its entirety as follows:

"7. Annual Right of Termination. You may terminate this Agreement as of the last day of any fiscal year during the term hereof by giving us sixty (60) days prior written notice (although the failure to give such notice will not affect your right to terminate this Agreement as provided herein). In the event you terminate this Agreement during the term hereof pursuant to this Section, you will, no later than the last day of such fiscal year, return to us all, but not less than all, of the Units, at your sole expense and in accordance with the terms of this Agreement. Upon such return, this Agreement will terminate as of the last day of such fiscal year (the "Termination Date"). Thereafter, you will not incur any additional obligations under this Agreement, provided, however, that you must pay all Lease Payments and other Payments due prior to the Termination Date or attributable to such period, and provided, further, that you must pay month to-month lease payments at the rate set forth in this Agreement for each month or part thereof that you fail to return the Units."

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

CLAY COUNTY, TEXAS PRECINCT #4

Signature

Marcus Loupe
Marcus Loupe

Signature

Kenneth Leggett

Name (print)

Marcus Loupe

Name (print)

Kenneth Leggett

Title

Docent

Title

Clay County Judge

Date

7/30/15

Date

July 21, 2015





GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Texas (the "State") authorize CLAY COUNTY, TEXAS PRECINCT #4 (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Name (Print or Type)	Title (Print or Type)
<u>Kenneth Liggett</u>	<u>Clay County Judge</u>
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, Richard D. Keen of CLAY COUNTY, TEXAS PRECINCT #4, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: Richard D. Keen
 Title: CO. Commissioner
 Date: 7-23-2015

return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.
12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any

Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
14. **Title; Return of Units** Notwithstanding our designation as "Lessor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.
15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.
16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR
 CATERPILLAR FINANCIAL SERVICES CORPORATION
 Signature *Marcus Loupe*
 Name (print) Marcus Loupe
 Title *Doc*
 Date 7/30/15

LESSEE
 CLAY COUNTY, TEXAS PRECINCT #4
 Signature *Kenneth Liggitt*
 Name (print) Kenneth Liggitt
 Title Clay County Judge
 Date 7-21-2015

Purchase Agreement
Transaction Number 2705818



This Purchase Agreement is between **WARREN POWER & MACHINERY, INC** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 924K New Caterpillar Wheel Loader	PWR04476		\$0.00	\$130,314.00

Lessee:	Subtotal	\$130,314.00
CLAY COUNTY, TEXAS PRECINCT #4	Federal Excise Tax	0.00
214 N MAIN ST	Other Tax	0.00
HENRIETTA TX 76365	Total Purchase Price	\$130,314.00
	Unit(s) Delivery Point:	
	HENRIETTA, TX 76365, CLAY	

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

WARREN POWER & MACHINERY, INC

Signature _____
 Name (print) _____
 le _____
 Date _____

Signature _____
 Name (print) _____
 Title _____
 Date _____



PARTIES

LESSOR ("we", "us", or "our"):
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):
CLAY COUNTY, TEXAS PRECINCT #4
214 N MAIN ST
HENRIETTA, TX 76365

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL NUMBER Unique ID number of the Unit	MONTHLY LEASE PAYMENT The amount of the monthly lease payment, as stated below in Section 3	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) New 924K Caterpillar Wheel Loader	PWR04476	See Attached	\$80,000.00	

TERMS AND CONDITIONS

Lease Payments; Current Expense You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; PO Box 730681; Dallas, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 2.25% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will

pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

- Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.
- Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will





CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:
\$5,000 deductible all logging Equipment

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**.

You may also e-mail CIC at physicaldamage@cat.com

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$0.00



APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
924K	Caterpillar Wheel Loader	PWR04476			\$8,010.00	\$1,826.87

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be \$8,010.00, which is \$1,602.00 per year based upon the total equipment value of \$134,814.00.

- Method 1 I will finance the insurance premium, including finance charges, of \$1,826.87 per scheduled equipment payment. The finance charge is calculated at 3.20% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2 I desire coverage for an initial 12 month term. I will pay the \$1,602.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 3 I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 4 I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: CLAY COUNTY, TEXAS PRECINCT #4

Dealer Name: WARREN POWER & MACHINERY, INC

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: *Kenneth Liggett*
 Title: *Clay County Judge*

Name (PRINT): *Kenneth Liggett*
 Date: *July 21, 2015*



Verification of Insurance

- TAC - Deleted



Lessee:

LESSOR (we):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

LESSEE (you):

CLAY COUNTY, TEXAS PRECINCT #4
214 N MAIN ST
HENRIETTA, TX 76365

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 2705818 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: _____

Address: _____

Phone No: _____

Agent's Name: _____

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
		PWR04478		\$108,514.00

SIGNATURES

LESSEE

CLAY COUNTY, TEXAS PRECINCT #4

Signature Kenneth Liggett

Name (print) Kenneth Liggett

Title Clay County Judge

Date 7-21-2015



Form **8038-G**

Information Return for Tax-Exempt Governmental Obligations

(Rev. November 2000)

Under Internal Revenue Code section 149(e)

See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority

If Amended Return, check here

1 Issuer's name Clay County, Texas Precinct #4		2 Issuer's employer identification number 75-600060	
3 Number and street (or P.O. box if mail is not delivered to street address) 214 N Main St		Room/suite	4 Report number 3
5 City, town, or post office, state, and ZIP code Henrietta, TX 76365		6 Date of issue	
7 Name of issue Lease Purchase		8 CUSIP number	
9 Name and title of officer or legal representative whom the IRS may call for more information		10 Telephone number of officer or legal representative	

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule

11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input checked="" type="checkbox"/> Other. Describe Lease Purchase	18 \$130,314.00
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <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	2020	\$ 130,314.00	\$ 142,303.95	5 years	2.25 %

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

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

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	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called	_____
34 Enter the date(s) the refunded bonds were issued	_____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a
b Enter the final maturity date of the guaranteed investment contract	_____
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer	_____ and the date of the issue
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(II) (small issuer exception), check box	<input type="checkbox"/>
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	<input type="checkbox"/>
40 If the issuer has identified a hedge, check box	<input type="checkbox"/>

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.

Sign Here

Kenneth Lizzett 7-21-2015 Kenneth Lizzett #
Signature of issuer's authorized representative Date Type or print name and title
Clay County Judge



1. PARTIES

LESSOR (we): CATERPILLAR FINANCIAL SERVICES CORPORATION
 LESSEE (you): CLAY COUNTY, TEXAS PRECINCT #4

2. PAYMENT SCHEDULE

Payment Dates	Payment Numbers	Payment Amounts Due
	1 - 6	\$0.00
	7	\$12,400.79
	8 - 18	\$0.00
	19	\$12,400.79
	20 - 30	\$0.00
	31	\$12,400.79
	32 - 42	\$0.00
	43	\$12,400.79
	44 - 54	\$0.00
	55	\$12,400.79
	56 - 60	\$0.00
	FINAL PAYMENT OF	\$80,000.00

SIGNATURES

LESSOR CATERPILLAR FINANCIAL SERVICES CORPORATION
 Signature _____
 Name (print) _____
 Title _____
 Date _____

LESSEE CLAY COUNTY, TEXAS PRECINCT #4
 Signature Kenneth Liggott
 Name (print) Kenneth Liggott
 Title Clay County Judge
 Date July 21, 2015





1. PARTIES

LESSOR (we):

LESSEE (you):

CATERPILLAR FINANCIAL SERVICES CORPORATION

CLAY COUNTY, TEXAS PRECINCT #4

2. PAYMENT SCHEDULE

Payment Dates	Payment Numbers	Payment Amounts Due
8/30/15 - 7/30/16	1 - 6	\$0.00
2/30/16 -	7	\$12,460.79
3/30/16 - 1/30/17	8 - 18	\$0.00
2/30/17	19	\$12,460.79
3/30/17 - 2/30/18	20 - 30	\$0.00
2/30/18	31	\$12,460.79
3/30/18 - 1/30/19	32 - 42	\$0.00
2/30/19	43	\$12,460.79
3/30/19 - 1/30/20	44 - 54	\$0.00
2/30/20	55	\$12,460.79
3/30/20 - 7/30/20	56 - 60	\$0.00
	FINAL PAYMENT OF	\$80,000.00

SIGNATURES

LESSOR CATERPILLAR FINANCIAL SERVICES CORPORATION

LESSEE CLAY COUNTY, TEXAS PRECINCT #4

Signature Marcus Loupe

Signature Kenneth Liggett

Name (print) Marcus Loupe

Name (print) Kenneth Liggett

Title Doc Mgr

Title Clay County Judge

Date 7/30/15

Date July 24, 2015



CUSTOMER INFORMATION VERIFICATION
(Required Document)



In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: _____

Current Information on file **Please make corrections here**

Customer Name:	CLAY COUNTY, TEXAS PRECINCT #4	_____
Physical Address:	214 N MAIN ST	_____
	HENRIETTA, TX 76365	_____
Mailing Address:	214 N MAIN ST	_____
	HENRIETTA, TX 76365	_____
Equipment Location:		_____
	HENRIETTA, TX 76365, CLAY	_____
Business Phone:	(940)538-5560	_____
E-mail Address:		_____
Accounts Payable Contact Name and Phone:		_____
Tax Information		
Sales Tax Rate:	0	_____

(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)

City Limits **Asset outside the City Limits? Yes ___ No ___**

Tax Exemption Status: **Please indicate if you are tax exempt.**

Exempt **If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents - Not needed by CFSC if dealer ISC**

Non-Exempt

The information above has been reviewed and is accurate to the best of my knowledge with exception of any corrections as noted.

*Should the above changes apply to ALL of your contracts, OR for this contract ONLY?

- ALL CONTRACTS
- THIS CONTRACT ONLY

THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.

KEB.
Customer Initials

Data Privacy Notice: *This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.*



- .. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

Fraud Warning:

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances (be) present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.





Meeting Minutes

WARREN POWER & MACHINERY, INC
10325 West County Road 117
MIDLAND TX 79706-0662

Reference:

CLAY COUNTY, TEXAS PRECINCT #4

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT



Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 2705818) (the "Lease")
Between CLAY COUNTY, TEXAS PRECINCT #4("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Texas (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

Name (PRINT): Kenneth Lissett
 Signature: Kenneth Lissett
 Title: Clay County Judge

Date: July 21, 2015
 Address: 214 N MAIN
Henrietta, Texas 76365



Lease 48803C 2/3/15 2.25%
 2014 CAT Motor Grader Payment
 5484.40

WORKSHEET FOR LEASE PURCHASE EQUIPMENT LEASE
 FILE: Equipment
 TSSSEE: Clay County

Date: 2-3-15
 LEASE NO: ANLC #48803C
 ACCEPTANCE DATE

American National Leasing Co.
 QUOTED BY: M.Cuba

CONTACT: Pct. # 4 Richard Kern
 BUSINESS PHONE: 940-704-2298

SOURCE: (3) Five Yr. Lease/Purchase w/ Guaranteed Buyback

EQUIPMENT:
 2014 New Cat Motor Grader \$249,500.00
 Pay off on 2011 Trade In - Serial #A9000719 \$156,651.35
 New Serial # \$0.00
 \$0.00
 \$0.00

FREIGHT/HANDLING: \$0.00
 TOTAL PURCHASE PRICE \$0.00
 Down Payment \$406,151.35
 UCC-1 Filing Fee \$0.00
 Trade Allowance \$0.00
 Net Capitalized Cost -\$222,000.00
 \$184,151.35

Date	Lease Payment	Days Accrued	Acct. Interest	Principal	Note Balance
2/3/2015	START DATE				184,151.35
01/30/16	5,484.40	361	4,098.00	1,386.40	182,764.95
01/30/17	5,484.40	366	4,123.48	1,360.92	181,404.03
01/30/18	5,484.40	365	4,081.59	1,402.81	180,001.22
01/30/18	180,000.00	0	0.00	180,000.00	1,222

Net Capitalized Cost 184,151.35
 Interest Rate 2.2500%
 Full Value \$1.22
 Rounding Adjustment (0.22)
 Adjusted Res. Value \$1.00

\$12,303.07

Shading Amount



Quote 156109-01

BUYBOARD QUOTE

January 20, 2015

CLAY COUNTY 4
214 NORTH MAIN ST
HENRIETTA, TX 76365
Attention: RICHARD KEEN

STOCK NUMBER:CG5024

- 12M3 MOTOR GRADER
- GLOBAL ARRANGEMENT,LOW AMBIENT
- MOLDBOARD, 14' PLUS
- RIPPER-SCARIFIER, REAR
- COLD WEATHER PACKAGE
- STARTER, ELECTRIC, HEAVY DUTY
- LIGHTS, FRONT HEADLIGHTS, HIGH
- CAB, PLUS (STANDARD GLASS)
- CAB, PLUS (INTERIOR)
- SEAT BELT
- PRODUCT LINK, SATELLITE PL321
- TIRES, 14.00 X 24 RADIAL
- GUARD GP, HITCH
- ANTIFREEZE WINDSHIELD WASHER
- LIGHTS, WORKING, PLUS
- CAMERA, REAR VISION
- MIRRORS, OUTSIDE MOUNTED
- GUARD, TRANSMISSION
- HEATER, ENGINE COOLANT, 120V
- PUSH PLATE
- SHANKS/TEETH FOR SCARIFIER
- BASE + 1 (RIP)

Sell Price	\$249,500.00
Excl Warranty	Included
Less Gross Trade Allowance	(\$222,000.00)
After Tax Balance	\$27,500.00

TRADE-IN

Model	Make	Serial Number	Year	Trade Allowance
140M	CATERPILAR(RA)	M9D00719	2011	\$222,000.00

WARRANTY

Standard Warranty: Standard 12 Month Unlimited Hour Full Machine Coverage

Extended Warranty: New Machine 3 Years / 3000 PREMIER Includes travel time for warranty repairs

REPURCHASE: 5 YRS/3000 HOURS \$172,500. 3 YR2000 HOURS \$180,000

Accepted by **RICHARD KEEN COMMISSIONER PREC 4** on 1-26-2015

Richard A. Keen
Signature

Phil Denny
Machine Sales Representative



SALES AGREEMENT

DATE

Jan 26, 2015

WARREN CAT, PO BOX 60662, MIDLAND, TX 79711-0622 Phone:(432) 571-4200

P SER CLAY COUNTY 4
 STREET ADDRESS 214 NORTH MAIN ST
 CITY/STATE HONOLULU, HI COUNTY CLAY (0177)
 D PERMITS 7635-2600 PHONE NO. 940 928 2421
 T CUSTOMER CONTACT: RICHARD KEIR
 PRODUCT SUPPORT RICHARD KEIR
 INDUSTRY CODE: QOYV ROAD CONST & MAINT(2078) PRINCIPAL WORK CODE 0
 CUSTOMER NUMBER 9372134 (See Tax Exemption # if applicable) CUSTOMER PO NUMBER MICHSD0

PAYMENT TERMS:
 1 NET PAYMENT ON RECEIPT OF INVOICE NET ON DELIVERY FINANCIAL SERVICES C/C LEASE
 2 CASH WITH ORDER \$0.00 BALANCE TO FINANCE \$0.00 CONTRACT INTEREST RATE 0%
 3 PAYMENT PERIOD \$0.00 PAYMENT AMOUNT \$0.00 NUMBER OF PAYMENTS 0 OPTIONAL BUY-OUT

NAME: CAT/PERILLABLE	MODEL: 12H3	YEAR: 2014	
STOCK NUMBER: C65224	SERIAL NUMBER: NRP00205		
12H3 MOTOR GRABBER	384-8606	LIGHTS, WORKING, PLUS	395-1967
GLOBAL ARRANGEMENT, LOW AMBIENT	385-9297	CAMERA, REAR VISION	396-3221
MOTORBOARD, 14" FLUX	349-1048	MIRRORS, OUTSIDE MOUNTED	233-3295
FLIPPER-SCHLITZER, REAR	324-0889	GUN, THROAT POSITION	366-2459
COLD WEATHER PACKAGE	394-4521	HEATER, ENGINE COOLANT, 120V	249-5116
LINKS, STANDARD W/O ACCELERATOR	305-2927	PUSH PLATE	367-6842
PROTECTOR, NON SY-KONE	380-6774	SHIMS/TEETH FOR SCRAPER	4K-3330
STRUTTER, ELECTRIC, HEAVY DUTY	394-3945	ROLL-OVER-BOLD ORP	0R-2245
LIGHTS, FRONT HEADLIGHTS, HIGH	309-2861	BUSH * 1 (RIP)	0R-2245
CAB. FLOES (STANDARD GLASS)	385-9554	TIRES, 14.00 X 24 RADIAL	3B5-8094
CAB. FLOES (TINTED/TON)	397-7457		
SEAT	394-1492		
PROC. LINK, SATELLITE P121	321-6719		
GUNRD GP, HITCH	322-6970		
ANTI-RATTLE WINDSHIELD WASHER	0R-1939		

ALL TRADES ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE ABOVE.
 GROSS TRADE ALLOWANCE _____
 PAYOUT TO _____ AMOUNT OWING _____
 CUSTOMER TO PAYOUT WARREN CAT TO PAYOUT

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES AND SECURITY INTERESTS, INCLUDING AS SEEN ABOVE.
 CATERPILLAR EQUIPMENT WARRANTY

The customer acknowledges that he has received a copy of the Warren CAT/Caterpillar Warranty and has read and understood said manual from all power train components and future to do so may result in voiding the warranty. The customer hereby acknowledges that the Standard 12 Month Unlimited Hour Phil Machine Coverage is not applicable to this machine.
 Gov New Machine 3 Year / 3000 Breaker Hour.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE
 such equipment to CATD Exchange Services, LLC, a qualified intermediary, as part of an Internal Revenue Code Section 1031 exchange.

REFERENCED BY PHIL Denny
 APPROVED AND ACCEPTED ON 1-26-2015
 REPRESENTATIVE CLAY COUNTY 4
 PURCHASER
 BY Richard J. Keir
 SELLER
 WITNE

Warranty Acknowledgment and Customer Service Agreement for Travel, Mileage and Scheduled Oil Sampling (S.O.S./M.D.W.) Expense

Jan 26, 2015

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

Account#: 9973194
Machine Model: 12M3
Machine Serial Number: N9E00205

Attached please find Warren CAT/Caterpillar Warranty Statements on the above referenced machine. Listed below are the applicable coverages:

- 12 Month/Unlimited Hour Warranty, beginning ON DELIVERY
- Extended Power Train Coverage _____
- Extended Power Train + Hydraulics Coverage _____
- Extended Full Machine Warranty 3 YR/3000 HOURS
- Battery Limited Warranty _____
- Tire Limited Warranty _____

Field Service travel time and mileage expense and scheduled oil sampling (SOS) are covered expenses for 3 YRS/3000 HOURS TRAVEL TIME FOR WARRANTY.

Travel time and mileage expense is not covered for skid steer loaders, multi terrain loaders, mini excavators or compact wheel loaders.

Scheduled Oil Sampling (SOS) expense during the extended warranty period is a covered expense.

Please acknowledge receipt of the warranty statements and customer service agreement by signing this form below.

Acknowledgment and acceptance of terms:

Michael D. Kim _____
Signature Date 1-26-2015

CONTRACT PRICING WORKSHEET
 For Standard Equipment Purchase

National Joint Powers Alliance This Worksheet is prepared by Contractor and given to End User

Contract No.: 031711-CIB Date Prepared: 1/26/2015

Buying Agency:	Clay County, Texas - Project 4	Contractor:	Construction Agricultural Supply Co., Inc.
Contact Person:	Richard Kasri / County Road Commissioner	Prepared By:	Burt McCormick
Phone:	940-704-2288	Phone:	940-322-9950
Fax:	940-538-5597	Fax:	940-322-6650
Email:	ckelider@claycounttx.com	Email:	biller-conrad@downhome.com

Model Number: 1823MS Description: **CaseIH Maxxum 125 T46 4Wheel Drive Cab Heat and Air Conditioner** **\$93,935.00**

Description	Cost	Description	Cost
Dlx. Air Suspension Seat	\$1,245.00	860/85(14.9)R23 R1W Front Tires	Base
Cold Start Engine grid heater	Base	460/45(18.4)R38 R1W Rear Tires	Base
Heavy-Duty 1300CA Battery	\$93.00	Plus all standard equipment (see attached list)	
Rear Tank with Guard	Base		
16x16 speed Power-Shift Transmission F/R shuttle	\$2,336.00		
2 Rear Remote Valves, auxiliary hydraulic circuits	\$278.00		
540/1000 R1PM reversible shaft	Base	Subtotal From Additional Stock(O):	
Outside rear view mirrors quantity 2	\$124.00	Subtotal B:	\$4,076.00

Description	Cost	Description	Cost
AM-FM Weather Band Stereo Radio	\$350.00		
		Subtotal From Additional Stock(O):	
		Subtotal C:	\$350.00

Check Total cost of Upgraded Options (C) cannot exceed 25% of the total of the Base Unit
 Price plus Published Option (A+B) For this transaction the percentage is: 0%

Description	Cost	Description	Cost
		Factory Freight, Load Fee, Fuel Surcharges	\$924.00
		Subtotal D:	\$924.00
Quantity Ordered:	1	X Subtotal of A + B + C + D:	\$99,285.00
		Subtotal E:	\$99,285.00
		Subtotal F:	

Description	Cost	Description	Cost
		MSA Customer Discount 30% A+B	-\$33,483.30
		Subtotal G:	\$29,403.30
		Subtotal H:	\$69,801.70

Feb. 2, 2015



(Ex Works Port of Entry)
Standard Equipment

ENGINE:

105 PTO hp @ 2300 RPM
411 cu. in. (6.75 L) Displacement
6 Cylinder Turbocharged and
Intercooled Engine with electronic
management with Power Boost
Tier 4a Emissions Compliant
4 valves per cylinder
Bosch Fuel Injection Pump (electronic)
Air Cleaner w/ Pre-cleaner & Exhaust
Aspiration
Dual element air filter
Hand and foot throttle
Grid Heater Starting Aid
60-gallon (227 L) Fuel Tank
with guard
9.8 Gallon (37L) Diesel Exhaust
Fuel (DEF) Tank
Viscous fan (9 blades)
Engine auto shut down feature
Fuel Cooler

EXHAUST:

A-port exhaust with integral muffler

OPERATOR PROTECTIVE STRUCTURE:

CRB:

ROPS protected, iso-mounted flat
deck platform, narrow profile roof
design with heater and air conditioner
(with 4 speed pressurizer), tinted
windshield with sunshade, fixed hi-
visibility roof window with retractable
sun screen, front intermittent wipers
and wipers, two doors with locks,
two external mirrors, hinged rear
window (fully opens), radio ready
(speakers, wiring, antenna), rear
window access panel for
control/monitor box or wiring harness
entrance, digital clock, interior storage
box, interior dome light, self cancelling
turn signal, and two external courtesy
lights
Steering wheel: tilt and telescoping

OPERATOR PROTECTIVE STRUCTURE:

(continued)

Seat: Deluxe mechanical suspension
seat with operator's presence sensor,
seat belt, and wires

INSTRUMENTATION:

Analog/digital instrumentation cluster
with LCD display
Warning lights for air cleaner service,
alternator, oil pressure, fuel
sediment/water sensor, headlight
high beam and parking brake
Gauges for fuel level, engine
temperature, tachometer
(mechanical) and hour meter

TRANSMISSION:

24 x 24 KI 10
Steering column mounted Left Hand
Power clutchless shuttle (L/R)
Fully Synchronized Gears
4 gears in 3 ranges
Two speed Hi/Low powershift
Multi-plate wet clutch design
MPD -- 25 mph (40 kph)
Speed varies with tire selection

CLUTCH:

Multi-plate wet clutch design

STEERING/BRAKES:

Hydrostatic Power Steering
Hydraulically actuated wet disc brakes
(self-equalizing and self-adjusting)
Independent parking brake

HYDRAULICS:

Fixed displacement gear pump system:
Maximum flow at rated engine speed
18.7 gpm (70 L/m) flow
(displacement pump)
10.5 gpm (40 L/m) flow
(steering and operating circuits)



-TYPE 04

(Ex Works Port of Entry)
Standard Equipment

HYDRAULICS: (continued)
29.2 gpm (110 l/m) total tractor hydraulic flow
Two closed-center remote valves with flow control, quick couplers, and anti-leak down
Dual individual lever control
Two oil collection bottles
Hydraulic tapping port (power beyond)

AXLES:
RWD front Axle:
Class III RWD Axle
Limited slip front differential
Without steering sensors
Dual steering cylinders
Adjustable tread width from 61.4 in. to 88.8 in. (May vary up to 1 in. depending on tires)
55 degree Turning angle
12 degree Axle Oscillation
Drive Shaft Shield
Standard front tires:
14.9R22 (R19)

Rear Axle:
Flange type
Dog Clutch rear differential:
RWD - Electro-hydraulic engaged (front and rear)
Standard rear tires:
18.5R28 (R18)

RITCH:
Electronic draft control (Lower link sensing)
3-point hitch category II with flex link ends and telescoping stabilizers
Rear Raise/Lower Control (4h cab)
6200 lb/2812 kg lift capacity (OEMD) with dual boom external assistor ram
Rear fender mounted remote hitch switches
Ride control
Swinging drawbar

PTO:
Independent 540/1000 RPM with single reversible shaft
Multi-plate wet clutch design
Electro-hydraulic engagement with soft start/auto feathering
Flip-up PTO shaft guard
Fender mounted PTO control switch

ELECTRICAL:
(1) 12-volt 800 cca Battery
Geared starter motor (4.2kW)
7-pin outlet for trailer/implament lighting
3-pin implement socket (40 amp)
15 amp screw type positive/negative terminals
Single pin (8 amp) accessory power outlet
120 amp Alternator
Two roof mounted single pin outlets for beacon cigar lighter

LIGHTING:
Two halogen front headlights
Ten halogen worklights
Two hood mounted forward facing
Two cab roof mounted forward facing
Two grab rail mounted forward facing
Two cab roof mounted rear facing
Two rear "C"-post mounted rear facing
Two tailights
Time delayed turn indicators with audible warning
Front and rear cab roof mounted
Flashing safety lights

MISCELLANEOUS:
Pivoting engine hood
SNV emblem
Toolbox
Horn

Lease 48803C 21315 215,000.00

12M3 2014 CAT Motor Grader P&H

~~STANLEY~~
N19F00205
American National Leasing Company

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 48803C

145# 0418

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

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

VENDORS: **Warren CAT**
1909 Jacksboro Hwy
Wichita Falls, TX 76301

MIKE Cuba
397-2490

Model Number	Serial #	EQUIPMENT INFORMATION Item/Description:	Qty	Price
12M3	#N19F00205	2014 CAT MOTOR GRADER	1	\$249,500.00
		40M2 MOTOR GRADER	1	(\$222,000.00)
		WARREN CAT TOTAL:		\$27,500.00
		1 st National Bank		\$156,651.35
		EQUIPMENT TOTAL:		\$184,151.35
		LESS DOWN PAYMENT: Document Fees:		(\$0.00)
		TOTAL CAPITALIZED COST:		\$184,151.35

lease / Purchase
Value



Lesser: Please Initial
HE

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	3	Base Lease Payment:	\$5,484.40
No. of Lease Payments:	3	Sales Tax:	EXEMPT
For Business Use Inside:	Clay County	Property Tax:	EXEMPT
		Total Payment:	\$5,484.40
		Lease End Date:	JANUARY 30, 2018

If the Lessee makes all the Lease payments on Schedule A for the entire stated term, Lessee may buy the Equipment for \$1,000.

[END OF LEASE PURCHASE OPTION]

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 285(d)(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.

American National Leasing Company ("ANL.C") 2732 Midwestern Pkwy. Wichita Falls, TX 76308 840-397-2690 FAX: 840-235-4190

Lessee:  (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 registration fees for said Equipment and to keep the same free of liens, claims 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 Lease 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 hereafter. 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.

4.) **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


Lessee: Please Initial

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.


Lessor: 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: February 3, 2015

Lessor: American National Leasing Company

By: *Mike Cuba*
Mike Cuba
President

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 (WARREN CAT) 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 the 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: February 3, 2015
By: *Kenneth Liggett*
Kenneth Liggett
Clay County Judge

KL
Lessee: Please Initial

Part I Reporting Authority
 1 Issuer's name
 2 Issuer's employer identification number (EIN)
 36 Telephone number of other person shown on 3a

CLAY COUNTY, TEXAS
 MIKE CUIBA
 75-8000881

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)
 4 Number and street (or P.O. box if mail is not delivered to street address)
 5 Report number (for IRS Use Only)
 6 City, town, or post office, state, and ZIP code
 7 Date of issue
 8 Name of issuer
 9 CUSIP number
 10a Telephone number of officer or other person shown on 10b

2732 MIDWESTERN PARKWAY
 WICHITA FALLS, TX 76308
 02/03/2015
 NONE
 GOVERNMENT LEASE PURCHASE AGREEMENT
 COUNTY JUDGE - KENNETH LUGERT
 940-538-5871

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.
 11 Education
 12 Health and hospital
 13 Transportation
 14 Public safety
 15 Environment (including sewage bonds)
 16 Housing
 17 Utilities
 18 Other. Describe
 19 If obligations are TANKs or BAKs, check only box 19a
 20 If obligations are BAKs, check only box 19b
 If obligations are in the form of a lease or installment sale, check box

11	Education		11
12	Health and hospital		12
13	Transportation		13
14	Public safety	184,151	35
15	Environment (including sewage bonds)		14
16	Housing		15
17	Utilities		16
18	Other. Describe		17
19	If obligations are TANKs or BAKs, check only box 19a		18
20	If obligations are BAKs, check only box 19b		

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	7/30/2018	\$ 184,151.35	\$ 184,151.35	2.97	YEARS	2.25	%
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	184,151	35		
24	Proceeds used for bond issuance costs (including underwriters' discount)		24	0	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			\$0	00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30			\$184,151	35

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

For Paperwork Reduction Act Notice, see separate instructions.
 Cat. No. 83773S 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) 36 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 255(b)(3)(B)(ii) (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

b Enter the date the official intent was adopted

Under penalty of perjury, I declare that I have examined the 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 extent I have authorized above.

Signature of preparer *Kenneth Loggett* Date *2-5-2015* COUNTY JUDGE - KENNETH LOGGETT

Print/Type preparer's name *Kenneth Loggett* Preparer's signature Date

Print/Type preparer's name Preparer's signature Date

Type or firm name and the Firm's EIN self-employed PTN

Check if Firm's EIN

Firm's address Firm's EIN

Phone no.

Form 8039-G (Rev. 5-2011)

Lease payments

Exhibit A

<u>Payment Date</u>	<u>Lease Payment</u>
2/3/15	\$0.00
1/30/16	184,151.35
1/30/17	\$5,484.40
1/30/18	\$5,484.40
1/30/18	\$5,484.40
1/30/18	\$180,000.00

Exhibit A


Lessor: Please Initial

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.

Exhibit A

KE
Lessee, Please Initial

Lease 48897C
 2016 Backhoe 7/7/16 2.50% 5000.00

WORKSHEET FOR LEASE-PURCHASE EQUIPMENT LEASE

FILE: EquipQuote

LESSEE: Clay County Pct#4

Date: 6-22

LEASE NO: ANLC # 48897

ACCEPTANCE DATE: 6/27

American National Leasing Co.

QUOTED BY: M.Cuba

CONTACT: Richard Keen

940-704-2288

EQUIPMENT:

SOURCE: Warren CAT

(5) Five Yr. Lease/Purchase w/ Guaranteed Buyback

Backhoe Loader 420F2	\$99,950.00
New Serial #0HWC01158	\$0.00
	\$0.00
Trade Allowance..2013 420F (Serial#OSKR02588)	-\$61,500.00
	\$0.00
	\$0.00
FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$38,450.00
Down Payment	\$0.00
UCC-1 Filing Fee	\$65.00
Trade Allowance	\$0.00
Net Capitalized Cost	\$38,515.00

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
07/07/16	0.00	0	0.00	0.00	38,515.00
03/15/17	5,000.00	251	662.14	4,337.86	34,177.14
03/15/18	5,000.00	365	854.43	4,145.57	30,031.57
03/15/19	5,000.00	365	750.79	4,249.21	25,782.36
03/15/20	5,000.00	366	646.32	4,353.68	21,428.68
03/15/21	5,000.00	365	535.72	4,464.28	16,964.40
07/07/21	17,095.00	114	132.46	16,962.54	1.86

5 Yr. CAT Guaranteed Buy Back \$55,000.00

Note:Commissioner Paying Extra To Build Equity

Net Capitalized Cost	38,515.00	1712
Interest Rate	2.5000%	
Residual Value	\$1.00	
Rounding Adjustment	0.00	
Adjusted Res. Value	\$1.00	

\$3,581.86



Quote 172260-01 BUYBOARD QUOTE

June 9, 2016

CLAY COUNTY 4
214 NORTH MAIN ST
HENRIETTA, TX 76365
RICHARD KEEN

STOCK NUMBER:C73437 SERIAL NUMBER:0HWC01158 YEAR:2016

MACHINE SPECIFICATIONS

Description

420F2 BHL ST, TIER 4, HRC
STICK, EXTENDABLE, 14FT
PT. 4WD, STD SHIFT
ENGINE, 74.5KW,C4.4 ACERT, T4F
HYDRAULICS, GP, 6FCN/8BNK, ST
CAB, DELUXE
SEAT, DELUXE FABRIC
BELT, SEAT, 2" SUSPENSION
AIR CONDITIONER, T4
TIRES, 12.5 80/19.5L-24, GY
COUNTERWEIGHT, 1015 LBS
STABILIZER PADS, FLIP-OVER
BUCKET-GP, 1.4 CYD
CUTTING EDGE, TWO PIECE
BUCKET-HD ROCK, 24", 7.0 CFT
RIDE CONTROL
RADIO and CD PLAYER, BLUETOOTH
FAN, DELUXE CAB
COLD WEATHER PACKAGE, 120V HRC
PLATE GROUP - BOOM WEAR
GUARD, STABILIZER
PRODUCT LINK, SATELLITE,PL631E
THUMB, STIFF LINK

WARREN POWER & MACHINERY, INC.
2701 PRODUCTION ST.
ODESSA, TX 79761

Warren Power & Machinery, Inc. offers the following Repurchase Agreement to:

Agency: CLAY COUNTY 4
Machine: (1)420F AE4 Backhoe Loader, s/n HWC01158
Repurchase Term: 5 Years/ 1500 Hours w/ 50% tires, no sheet metal or glass damage
Repurchase Amount: \$55,000

Conditions of this agreement are that Warren Power & Machinery, Inc. will be notified in writing at least 30 days prior to the machine being presented for repurchase. Machine will be in running condition with normal wear. Vehicle will be returned with 50% tires and cutting edges. Repairs necessary due to misuse, neglect, abuse or damage caused by fire, theft, storms or vandalism will be repaired and are the responsibility of the customer and will be completed prior to any repurchase.

Warren Power & Machinery, Inc.

By: _____

Title: _____

Date: _____

CLAY COUNTY 4

By: Mossitt & Pugh

Title: Clay County Judge

Date: June 26, 2016

Hinman Island, and Prince Solms Park.
Look for additional signage for exit and
safety information.

For additional information about New Braunfels River Rules: [View or Download New Braunfels'
River Rules](#)

[New Braunfels' Water Recreation Rules Video](#)

*("Private Equipment" refers to your own stuff.)

N/A = Not Applicable - does not apply

[RiverSportsTubes.com Home](#)

Members of:

[Austin Chamber of Commerce](#)

[New Braunfels Chamber](#)

[Canyon Lake, Texas - Chamber of Commerce](#)

**Local Business Listing - Local Search:
River Sports Tubes - Guadalupe River Tubing
12034 FM 306
Canyon Lake, Texas 78133
Comal County
830-964-2450**

Warren

Backhoe Loader

SN 1158

Quote 172260-01

5 year Buy back \$5000



Quote 172260-01

BUYBOARD QUOTE

June 9, 2016

CLAY COUNTY 4
214 NORTH MAIN ST
HENRIETTA, TX 76365
RICHARD KEEN

STOCK NUMBER:C73437 SERIAL NUMBER:0HWC01158 YEAR:2016

MACHINE SPECIFICATIONS

Description

420F2 BHL ST, TIER 4, HRC
STICK, EXTENDABLE, 14FT
PT, 4WD, STD SHIFT
ENGINE, 74.5KW,C4.4 ACERT, T4F
HYDRAULICS, GP, 8FCN/8BNK, ST
CAB, DELUXE
SEAT, DELUXE FABRIC
BELT, SEAT, 2" SUSPENSION
AIR CONDITIONER, T4
TIRES, 12.5 80/19.5L-24, GY
COUNTERWEIGHT, 1015 LBS
STABILIZER PADS, FLIP-OVER
BUCKET-GP, 1.4 CYD
CUTTING EDGE, TWO PIECE
BUCKET-HD ROCK, 24", 7.0 CFT
RIDE CONTROL
RADIO and CD PLAYER, BLUETOOTH
FAN, DELUXE CAB
COLD WEATHER PACKAGE, 120V HRC
PLATE GROUP - BOOM WEAR
GUARD, STABILIZER
PRODUCT LINK, SATELLITE,PL631E
THUMB, STIFF LINK

Sell Price	\$99,950.00
Less Gross Trade Allowance	(\$61,500.00)
Ext Warranty	Included
After Tax Balance	\$38,450.00

TRADE-IN

Model	Make	Serial Number	Year	Trade Allowance
420F	CATERPILLAR	OSKR02588	2013	\$61,500.00

WARRANTY

Standard 12 Month Unlimited Hour Full Machine Coverage and 5 year/2500 hour powertrain

REPURCHASE: 3 YR/1000 HRS \$60,000, 5YR/1500 HRS \$55,000

Accepted by: TITLE County Judge DATE: 6-27-2016

PRINT NAME: Kenneth Liggett

Kenneth Liggett
Signature

PHIL DENNY SALE REP

WARREN POWER & MACHINERY, INC.
2701 PRODUCTION ST.
ODESSA, TX 79761

Warren Power & Machinery, Inc. offers the following Repurchase Agreement to:

Agency: CLAY COUNTY 4
Machine: (1)420F AE4 Backhoe Loader, s/n HWC01158
Repurchase Term: 5 Years/ 1500 Hours w/ 50% tires, no sheet metal or glass damage
Repurchase Amount: \$55,000

Conditions of this agreement are that Warren Power & Machinery, Inc. will be notified in writing at least 30 days prior to the machine being presented for repurchase. Machine will be in running condition with normal wear. Vehicle will be returned with 50% tires and cutting edges. Repairs necessary due to misuse, neglect, abuse or damage caused by fire, theft, storms or vandalism will be repaired and are the responsibility of the customer and will be completed prior to any repurchase.

Warren Power & Machinery, Inc.

By: _____

Title: _____

Date: _____

CLAY COUNTY 4

By: Kenneth P. Pettit

Title: Clay County Judge

Date: June 26, 2016

<i>Clay County Precinct 4</i>	
Backhoe	\$99,950
+ Documentation fee	\$100
- trade allowance	(\$61,500)
Total	\$38,550
Payments beginning in March 2016	\$5,000
Interest Rate	2.50%

Billy Hughes
 American National Leasing
 940.397.2457
 bhughes@amnat.com



REMIT TO

WARREN CAT
 PO BOX 842116
 DALLAS, TX 75284-2116

432.571.4242 (Credit Dept.)
 866.2WARREN (Toll Free)

CUSTOMER INVOICE

INVOICE NUMBER: **S0611601**
 Invoice Date: 07-14-16

Total Due \$38,450.00

Bill To:

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

Ship To:

CLAY COUNTY 4
 SHIP DATE 07/06/16
 SHIPPED FROM WICHITA FALLS
 FOB WICHITA FALLS
 SHIPPED TO CPU

Make	AA
Model	420F2 AE4
Serial #	HWC01158
Ship Via	
Machine ID	C73437
Meter Reading	
Agreement #	S06116

Customer #	PO #	Ordered by	Doc Date	Salesman	Division	Store	Terms
9973194			06-27-16	217	G	08	2

Quantity	Item	Description	Unit Price	Extension
CUSTOMER CONTACT: RICARD KEEN				
1.0	EQUIPMENT SALE CATERPILLAR BACKHOE LOADER ID NO: C73437 REF: 450-8448	MODEL 420F2 AE4 SERIAL NO: HWC01158 PIN: *CAT0420FAHWC01158*		38450.00
1.0	REF: 0P-9002	LANE 2 ORDER		
1.0	450-8730	STICK, EXTENDABLE, 14FT		
1.0	450-8606	PT, 4WD, STD SHIFT		
1.0	450-8757	ENGINE, 74.5KW, C4.4 ACERT, T4F		
1.0	450-8527	HYDRAULICS, GP, 6FCN/8BNK, ST		
1.0	450-8683	CAB, DELUXE		
1.0	433-4806	SEAT, DELUXE FABRIC		
1.0	206-1747	BELT, SEAT, 2" SUSPENSION		
1.0	450-8715	AIR CONDITIONER, T4		
1.0	379-2161	TIRES, 12.5 80/19.5L-24, GY		
1.0	337-9696	COUNTERWEIGHT, 1015 LBS		
1.0	9R-6007	STABILIZER PADS, FLIP-OVER		
1.0	337-7388	BUCKET-GP, 1.4 CYD		
1.0	9R-5321	CUTTING EDGE, TWO PIECE		
1.0	219-3396	BUCKET-HD ROCK, 24", 7.0 CFT		
1.0	430-9944	INSTRUCTIONS, ANSI		
1.0	421-8926	SERIALIZED TECHNICAL MEDIA KIT		
1.0	398-2681	RIDE CONTROL		
1.0	387-6598	RADIO & CD PLAYER, BLUETOOTH		
1.0	387-6682	FAN, DELUXE CAB		
1.0	398-2882	COLD WEATHER PACKAGE, 120V HRC		
1.0	423-7607	PLATE GROUP - BOOM WEAR		
1.0	353-1389	GUARD, STABILIZER		
1.0	0P-0210	PACK, DOMESTIC TRUCK		
1.0	461-6839	SHIPPING/STORAGE PROTECTION		
1.0	462-1033	RUST PREVENTATIVE APPLICATOR		
1.0	447-0048	PRODUCT LINK, SATELLITE, PL631E		
1.0	282-5410	THUMB, STIFF LINK AR, W/O TINE		
1.0	221-4284	THUMB, TINE, A 2		
	EQUIPMENT TRADE IN MODEL: 420F AE4	SERIAL NO: SKR02588		

Go Paperless. Receive statements and invoices online 24/7. Register at www.warrencat.com/gopaperless

APPRECIATE YOUR BUSINESS. Your business is important to us and we strive to be your dealership of choice. If we did not meet your expectations, please call 866.2WARREN.

Terms of Payment: Unless specific terms of payment are stated above, which shall be the governing terms hereof, this invoice shall otherwise be due and payable in full 30 days from the invoice date. Performance under this invoice along with jurisdiction and venue shall be in Midland County, Texas. TITLE TO THE EQUIPMENT LISTED ON THIS INVOICE SHALL REMAIN IN WARREN CAT UNTIL PURCHASE PRICE IS PAID IN FULL. Claims for damages and shortages will not be considered unless made within 15 days after receipt of shipment. Our responsibility ceases upon obtaining receipt from transportation company. Notice is hereby given that Warren Power & Machinery, Inc. has assigned its rights (but not its obligations) under this purchase order to CATD Exchange Services, LLC to purchase rental equipment described herein as part of an IRC Section 1031 Exchange. This assignment has no effect on your rights or obligations hereunder. Acceptance of goods or services constitutes acceptance of the Warren Cat Standard Terms and Conditions which are incorporated by reference and available at <http://www.warrencat.com/terms-conditions> or upon request.



REMIT TO

WARREN CAT
PO BOX 842116
DALLAS, TX 75284-2116

432.571.4242 (Credit Dept.)
866.2WARREN (Toll Free)

CUSTOMER INVOICE

INVOICE NUMBER: **S0611601**
Invoice Date: 07-14-16

Total Due \$38,450.00

Bill To:

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

Ship To:

CLAY COUNTY 4
SHIP DATE 07/06/16
SHIPPED FROM WICHITA FALLS
FOB WICHITA FALLS
SHIPPED TO CPU

Make AA
Model 420F2 AE4
Serial # HWC01158
Ship Via
Machine ID C73437
Meter Reading
Agreement # S06116

Customer #	PO #	Ordered by	Doc Date	Salesman	Division	Store	Terms
9973194			06-27-16	217	G	08	2

Quantity	Item	Description	Unit Price	Extension
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PIN: *CAT0420FCSKR02588*

1.0	*			
1.0	*			
1.0	*			
1.0	HET WICHITA CNTY			

PAYMENT DUE UPON RECEIPT OF INVOICE.
PLEASE VERIFY THAT PAYMENT HAS BEEN MADE
***** THANK YOU FOR YOUR BUSINESS *****

Go Paperless. Receive statements and invoices online 24/7. Register at www.warrencat.com/gopaperless

Subtotal	\$38,450.00
Misc.	\$0.00
Tax	\$0.00
TOTAL	\$38,450.00

APPRECIATE YOUR BUSINESS. Your business is important to us and we strive to be your dealership of choice. If we did not meet your expectations, please call 866.2WARREN.
Terms of Payment: Unless specific terms of payment are stated above, which shall be the governing terms hereof, this invoice shall otherwise be due and payable in full 30 days from the invoice date. Performance under this invoice along with jurisdiction and venue shall be in Midland County, Texas. TITLE TO THE EQUIPMENT LISTED ON THIS INVOICE SHALL REMAIN IN WARREN CAT UNTIL PURCHASE PRICE IS PAID IN FULL. Claims for damages and shortages will not be considered unless made within 15 days after receipt of shipment. Our responsibility ceases upon obtaining receipt from transportation company. Notice is hereby given that Warren Power & Machinery, Inc. has assigned its rights (but not its obligations) under this purchase order to CATD Exchange Services, LLC to purchase rental equipment described herein as part of an IRC Section 1031 Exchange. This assignment has no effect on your rights or obligations hereunder. Acceptance of goods or services constitutes acceptance of the Warren Cat Standard Terms and Conditions which are incorporated by reference and available at <http://www.warrencat.com/terms-conditions> or upon request.

American National Leasing Company

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 48897C

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

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

VENDOR: **WARREN CAT**
 1909 Jacksboro Highway
 Wichita Falls, Texas 76301

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
C73437	0HWC01158	2016 420F2 Backhoe	1	\$99,950.00
		- Trade Allowance 2013 420F Backhoe Serial No. #0SKR02588	1	- \$61,500.00
		EQUIPMENT TOTAL:		\$38,450.00
		LESS DOWN PAYMENT:		(\$0.00)
		Document Fees:		\$65.00
		TOTAL CAPITALIZED COST:		\$38,515.00


 Lessee: Please Initial

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	5	Base Lease Payment:	\$5,000.00
No. of Lease Payments:	5	Sales Tax:	EXEMPT
For Business Use Inside:	Clay County	Property Tax:	EMEMPT
		Total Payment:	\$5,000.00
		Lease End Date:	July 7, 2021

[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.

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.

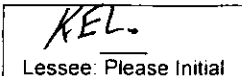
3.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition 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.

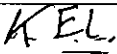
(iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.

(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

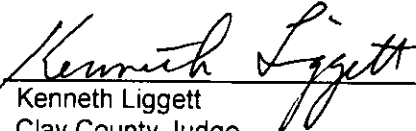
THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

Date of Acceptance: July 7, 2016

Lessor: American National Leasing Company

By: 
Billy Hughes
Leasing Officer

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

By: 
Kenneth Liggett
Clay County Judge

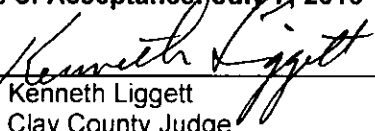
LESSEE'S ACCEPTANCE

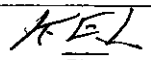
TO VENDOR (Warren CAT of Wichita Falls) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.

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: July 7, 2016

By: 
Kenneth Liggett
Clay County Judge


Lessee: Please Initial

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**
 Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority Check box if Amended Return

1 Issuer's name
CLAY COUNTY, TEXAS

2 Issuer's employer identification number (EIN)
 7 5 6 0 0 0 8 6 1

3 Number and street (or P.O. box if mail is not delivered to street address)
214 N. MAIN

4 City, town, or post office, state, and ZIP code
HENRIETTA, TX 76365

5 Report number (For IRS Use Only)

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information
KENNETH LIGGETT - COUNTY JUDGE

7 Telephone number of officer or legal representative
940-538-5911

Part II Description of Obligations Check one: a single issue or a consolidated return

8a Issue price of obligation(s) (see instructions)

b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ **07/07/2016**

9 Amount of the reported obligation(s) on line 8a that is:

a For leases for vehicles	9a	
b For leases for office equipment	9b	
c For leases for real property	9c	
d For leases for other (see instructions)	9d	\$38,515 00
e For bank loans for vehicles	9e	
f For bank loans for office equipment	9f	
g For bank loans for real property	9g	
h For bank loans for other (see instructions)	9h	
i Used to refund prior issue(s)	9i	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k Other	9k	

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)

12 Vendor's or bank's name: **AMERICAN NATIONAL LEASING CO.**

13 Vendor's or bank's employer identification number: 7 5 2 7 8 4 7 4 4

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(s) that I have authorized above.

Kenneth Liggett **7-7-2016**
 Signature of issuer's authorized representative Date

KENNETH LIGGETT - COUNTY JUDGE
 Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name Preparer's signature Date Check if self-employed PTIN

Firm's name ▶ Firm's EIN ▶

Firm's address ▶ Phone no.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

- Learning about the law or the form** 4 hr., 46 min.
- Preparing the form** 2 hr., 22 min.
- Copying, assembling, and sending the form to the IRS** 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

Exhibit A

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
7/07/2016	\$0.00
3/15/2017	\$5,000.00
3/15/2018	\$5,000.00
3/15/2019	\$5,000.00
3/15/2020	\$5,000.00
3/15/2021	\$5,000.00
7/07/2021	\$17,095.00



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.


Lessee: Please Initial

TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 48897C (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.

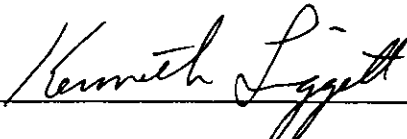
4. The Governmental Entity has the ability to pay the Lease provided the duty to pay the Lease is subject to annual appropriation as set forth in the Lease documents.

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 7th day of July, 2016.

CLAY COUNTY

By: 
Kenneth Liggett – County Judge