

CLAY COUNTY RECAP (Pct#1)

<i>New Quote 2/1/2021(option a)</i>				TOTAL
	2020 140JY	2020 140JY	2020 140JY	
PURCHASE--Warren CAT	\$267,428	\$267,428	\$267,428	\$802,284
+ UCC and Documentation fee	\$65	\$65	\$65	\$195
Trade In's..2018 140M3	(\$220,000)	(\$220,000)	(\$220,000)	(\$660,000)
ANLC Payoff Balance	\$77,310	\$74,696	\$77,185	\$229,191
Down Payment	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$124,803</b>	<b>\$122,189</b>	<b>\$124,678</b>	<b>\$371,670</b>
Trade Equity	(142,690.19)	(145,303.60)	(142,814.95)	(430,808.74)
<i>Estimated Start Date March 2021</i>				
2022 Payment(#1) Mar.15,2022	\$20,000	\$20,000	\$20,000	\$60,000
2023 Payment(#2) Mar.15,2023	\$20,000	\$20,000	\$20,000	\$60,000
2024 Payment(#3) Mar.15,2024	\$20,000	\$20,000	\$20,000	\$60,000
<hr/>				
ANLC 3YR BALANCE	\$72,893	\$70,078	\$72,758	\$215,729
CAT 3YR BUYBACK	\$143,000	\$143,000	\$143,000	\$429,000
Trade Equity	(70,107.32)	(72,921.86)	(70,241.68)	(213,270.86)
2025 Payment(#4) Mar.15,2025	\$20,000	\$20,000	\$20,000	\$60,000
2026 Payment(#5) Mar.15,2026	\$20,000	\$20,000	\$20,000	\$60,000
<hr/>				
ANLC 5YR BALANCE (3/5/2026)	\$36,083	\$33,126	\$35,942	\$105,150
CAT 5YR BUYBACK	?	?	?	\$0
Trade Equity	#VALUE!	#VALUE!	#VALUE!	#VALUE!

<i>June 28,2021(option a)</i>				TOTAL
	2020 140JY	2020 140JY	2020 140JY	
PURCHASE--Warren CAT	\$267,428	\$267,428	\$267,428	\$802,284
+ UCC and Documentation fee	\$65	\$65	\$65	\$195
Trade In's..2018 140M3	(\$220,000)	(\$220,000)	(\$220,000)	(\$660,000)
ANLC Payoff Balance	\$77,931	\$77,805	\$75,297	\$231,033
Down Payment	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$125,424</b>	<b>\$125,298</b>	<b>\$122,790</b>	<b>\$373,512</b>
Trade Equity	(142,069.07)	(142,194.82)	(144,703.47)	(428,967.36)
<i>Start Date June 28, 2021</i>				
2022 Payment(#1) June 28,2022	\$20,000	\$20,000	\$20,000	\$60,000
2023 Payment(#2) June 28,2023	\$20,000	\$20,000	\$20,000	\$60,000
2024 Payment(#3) June 28,2024	\$20,000	\$20,000	\$20,000	\$60,000
<hr/>				
ANLC 3YR BALANCE	\$73,562	\$73,426	\$70,724	\$217,712
CAT 3YR BUYBACK	\$143,000	\$143,000	\$143,000	\$429,000
Trade Equity	(69,438.39)	(69,573.82)	(72,275.54)	(211,287.75)
2025 Payment(#4) June 28,2025	\$20,000	\$20,000	\$20,000	\$60,000
2026 Payment(#5) June 28,2026	\$20,000	\$20,000	\$20,000	\$60,000
<hr/>				
ANLC 5YR BALANCE (6/28/2026)	\$36,786	\$36,643	\$33,805	\$107,234
CAT 5YR BUYBACK	?	?	?	\$0
Trade Equity	#VALUE!	#VALUE!	#VALUE!	#VALUE!

# ANLC

## American National Leasing Company

2732 Midwestern Pkwy.  
Wichita Falls, TX 76301  
(940) 397-2490

# Equipment Lease Application

(PLEASE TYPE OR PRINT CLEARLY)

Fax completed application to: (940) 235-4190

(Please include current personal financial statement(s) and last two years tax returns or last two fiscal year-end financial statements with application)  
**LESSEE:** (Complete legal name of entity. If a corporation, use EXACT registered corporate name.)

Company: <b>CLAY COUNTY</b>		d/b/a:	
Billing Address: <b>214 N. MAIN</b>			
City: <b>HENRIETTA</b>	County: <b>CLAY</b>	State: <b>TX</b>	Zip: <b>76365</b>
Telephone No: ( 940 ) <b>538-4651</b>		Fax No: ( 940 ) <b>538-5597</b>	
Contact Name: <b>MIKE CAMPBELL</b>		Title: <b>COUNTY JUDGE</b>	
Type of Business: <b>GOVERNMENTAL</b>	Yrs. In Business: <b>      </b> yrs	Fed. Tax ID #: <b>75-6000861</b>	
Check One: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership			

### OWNER/STOCKHOLDER INFORMATION: (Officers, Partners and/or Guarantors)

Name:	Title:	S.S.#:	% of Ownership:	%
Home Address:		Home Phone: ( 940 )		
City:	State: TX	Zip:		
Name:	Title:	S.S.#:	% of Ownership:	
Home Address:		Home Phone: ( 940 )		
City:	State:	Zip:		

### TRADE REFERENCES: (Two-year history of accounts with credit terms. Do not include C.O.D. accounts)

Name of Supplier:	Contact:	Phone: (    )
Name of Supplier:	Contact:	Phone: (    )
Name of Supplier:	Contact:	Phone: (    )
Landlord:	Contact:	Phone: (    )

### COMPANY BANK REFERENCE: (Business Account ONLY)

### CREDIT REFERENCE: Comparable lease or loan history

Bank Name:	Creditor:
Checking Account #:	Account #:
Phone: (    )	Date Opened: / /
☐ Please attach first page of last 3 months statements	
	Contact:

If account is less than 2 years old, provide previous bank information


### VENDOR INFORMATION:

Vendor Name:	Contact:
Address:	
City:	State:                      Zip:
Phone: (    )	Fax: (    )

### EQUIPMENT INFORMATION:

Total Amt. of Lease: Excluding \$	Term 24 36 48 <b>60</b>	Buyout Option: <b>\$1.00</b>
Equipment Location: If different from above County:		
Equipment Description: Mfg./Make/Model		
☐ Sales Tax rate for location of equipment:		

By providing the above information, I authorize you to whom this application is made or your agents to investigate my/our financial responsibility and creditworthiness and I/we will provide financial statements, tax returns, etc. as you deem necessary. I/we authorize you to update my/our credit profile from time to time in the future as you deem appropriate.


County Judge
6/24/2021  
 Applicant's Signature                      Title                      Date

## TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 49170C, 49171C, and 49172C (the "Leases") between American National Leasing Company ("ANLC") and the Clay County (the "Governmental Entity"). The Lease payments in the Agreement contain both a principal component (for repayment to ANLC 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 ANLC 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 28<sup>th</sup> day of June, 2021.

CLAY COUNTY

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

MIKE CAMPBELL  
COUNTY JUDGE

**Information Return for Tax-Exempt Governmental Obligations**

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

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name <b>CLAY COUNTY, TEXAS</b>		2 Issuer's employer identification number (EIN) <b>75-6000861</b>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <b>MIKE CUBA</b>		3b Telephone number of other person shown on 3a <b>940-397-2491</b>
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
<b>2732 MIDWESTERN PARKWAY</b>		<b>3</b>
6 City, town, or post office, state, and ZIP code <b>WICHITA FALLS, TX 76308</b>		7 Date of issue <b>06/28/2021</b>
8 Name of issue <b>GOVERNMENT LEASE PURCHASE AGREEMENT</b>		9 CUSIP number <b>NONE</b>
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>MIKE CAMPBELL - COUNTY JUDGE</b>		10b Telephone number of officer or other employee shown on 10a <b>940-538-4651</b>

<b>Part II Type of Issue (enter the issue price).</b> See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ► <b>MOTOR GRADERS</b>		18
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		\$373,511 64
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"/>		

<b>Part III Description of Obligations.</b> 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 06/28/2021	\$ 373,511.64	\$ 373,511.64	3.60 years	2.50 %


<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>				
22 Proceeds used for accrued interest		22	0	00
23 Issue price of entire issue (enter amount from line 21, column (b))		23	\$373,316	64
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	\$195	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	\$195	00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	\$373,511	64

<b>Part V Description of Refunded Bonds.</b> 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**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	0	00
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>	N/A	
<b>b</b>	Enter the final maturity date of the GIC ▶ _____			
<b>c</b>	Enter the name of the GIC provider ▶ _____			
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	0	00
<b>38a</b>	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>b</b>	Enter the date of the master pool obligation ▶ _____			
<b>c</b>	Enter the EIN of the issuer of the master pool obligation ▶ _____			
<b>d</b>	Enter the name of the issuer of the master pool obligation ▶ _____			
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .			<input checked="" type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .			<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
<b>b</b>	Name of hedge provider ▶ _____			
<b>c</b>	Type of hedge ▶ _____			
<b>d</b>	Term of hedge ▶ _____			
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .			<input type="checkbox"/>
<b>43</b>	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"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .			<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____			
<b>b</b>	Enter the date the official intent was adopted ▶ _____			

<b>Signature and Consent</b>	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	6/28/2021 Date	MIKE CAMPBELL - COUNTY JUDGE Type or print name and title	
<b>Paid Preparer Use Only</b>	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.		

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2021-770825

Date Filed:  
 06/24/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

American National Leasing Company  
 Wichita Falls, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Clay County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#49170C,#49171C,#49172C  
 (3) CAT 140JY Motorgraders

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is MIKE CUBA, and my date of birth is 11-18-56.

My address is 2732 MIDWESTERN Pkwy, WICHITA FALLS TX, 76308, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in WICHITA County, State of TEXAS, on the 28 day of JUNE, 20 21.  
(month) (year)

Mike Cuba  
 Signature of authorized agent of contracting business entity  
(Declarant)

# American National Leasing Company

## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 49171C

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

LESSEE: **CLAY COUNTY**  
**214 N. Main St.**  
**Henrietta, Texas 76365**  
**(940) 538 - 4651**

VENDORS: **Warren CAT**  
**1909 Jacksboro Highway**  
**Wichita Falls, Texas 76301**  
**(940) 704 - 0424**

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
<b>140JY</b>	<b>0EB200394</b>	<b>2021 CAT MOTOR GRADER</b>	<b>1</b>	<b>\$267,428.00</b>
		<b><u>TRADE IN:</u></b> 2018 140M3 (N9D00968)		(\$220,000.00)
		<b>VENDOR TOTAL:</b>		<b>\$47,428.00</b>
		Payoff on 2018 140M3..June 28,2021:		\$77,805.18
		Document Fees:		\$65.00
		Down Payment:		\$0.00
		<b>TOTAL CAPITALIZED COST:</b>		<b>\$125,298.18</b>

Lessee: Please Initial



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

No. of Years:	5	Base Lease Payment:	\$20,000.00
No. of Lease Payments:	5	Sales Tax:	EXEMPT
For Business Use Inside:	Clay County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$20,000.00</b>
		<b>Lease End Date:</b>	<b>June 28, 2026</b>

**[END OF LEASE PURCHASE OPTION]**

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

**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: June 28, 2021

Lessor: American National Leasing Company

By: Mike Cuba  
Mike Cuba  
President

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

By: Mike Campbell  
Mike Campbell  
County Judge – Clay County

**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.

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

Date of Acceptance: June 28, 2021

By: Mike Campbell  
Mike Campbell  
County Judge – Clay County


Mike Campbell  
Lessee: Please Initial

Exhibit A

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
06/28/2021	\$0.00
06/28/2022	\$20,000.00
06/28/2023	\$20,000.00
06/28/2024	\$20,000.00
06/28/2025	\$20,000.00
06/28/2026	\$20,000.00

Exhibit A

  
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.

Exhibit A

  
Lessee: Please Initial

WORKSHEET FOR LEASE-PURCHASE EQUIPMENT LEASE

FILE: EquipQuote

LESSEE: Clay County Pct#1

Date: 6/28/2021

LEASE NO: ANLC #49171C

ACCEPTANCE DATE:

American National Leasing Co.

QUOTED BY: M.Cuba

CONTACT: Richard Lowry  
940-529-6134

EQUIPMENT:

SOURCE: Warren CAT

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

<b>2020 140 JY Motor Grader</b>	<b>\$267,428.00</b>
New Serial # 0EB200394	\$0.00
	\$0.00
Trade Allowance--2018 140M3(#N9D00969)	-\$220,000.00
Current Balance	\$77,805.18
<b>TOTAL PURCHASE PRICE</b>	<b>\$125,233.18</b>
Down Payment	\$0.00
UCC-1 Filing Fee	\$65.00
Trade Allowance	\$0.00
<b>Net Capitalized Cost</b>	<b>\$125,298.18</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
06/28/21	0.00	0	0.00	0.00	125,298.18
06/28/22	20,000.00	365	3,132.45	16,867.55	108,430.63
06/28/23	20,000.00	365	2,710.77	17,289.23	91,141.40
06/28/24	20,000.00	366	2,284.78	17,715.22	73,426.18
06/28/25	20,000.00	365	1,835.65	18,164.35	55,261.83
06/28/26	20,000.00	365	1,381.55	18,618.45	36,643.38
Net Capitalized Cost	125,298.18	1826	\$11,345.20		
Interest Rate	2.5000%				





**BUYBOARD QUOTE**

Quote 241554-01

January 28, 2021

CLAY COUNTY 1  
BOARD OF COUNTY COMMISSIONERS  
214 NORTH MAIN ST  
HENRIETTA  
Texas  
76365-2800

Attention: RICHARD LOWERY

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR Model: 140 JY Motor Graders with all standard equipment in addition to the additional specifications listed below:

**STOCK NUMBER:C112159**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

James Russell  
Machine Sales Representative

**Mike Cuba**

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**From:** Jim D Russell <Jim.Russell@warrencat.com>  
**Sent:** Thursday, June 24, 2021 9:18 AM  
**To:** Mike Cuba  
**Subject:** Second 140 sold to Clay County 1

OPT	STATUS(+)	DATE	LOC	MODEL	ID NUMBER	SERIAL NUM
P	SOLD W	99/99/99	WFA	140 JY	C112159	0EB200394

Thank You,

Jim Russell  
Sales representative  
Warren CAT  
(940) 249-8237

Sent from my iPhone

**CONFIDENTIALITY STATEMENT**

This message may contain information that is privileged, proprietary, or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

**MACHINE SPECIFICATIONS**

<b>Description</b>	<b>Reference No</b>
140 15A MOTOR GRADER	577-3021
MOLDBOARD, 14' PLUS	349-3048
COLD WEATHER PACKAGE	394-4521
LINES, STANDARD W/O ACCUMULATOR	305-2927
PRECLEANER, NON SY-KLONE	380-6774
DRAIN, HIGH SPEED, ENGINE OIL	501-1163
BASE + 2 (FL,RIP)	385-8095
STARTER, ELECTRIC, HEAVY DUTY	394-3945
LIGHTS, ARM, FOLD DOWN	536-9969
HEADLIGHTS,FRONT, HIGH,HALOGEN	308-9371
LIGHTS, ROADING, HALOGEN	421-7810
CAB, PLUS (STANDARD GLASS)	385-9554
CAB, PLUS (INTERIOR)	397-7457
SEAT BELT	394-1492
PRODUCT LINK, DUAL PLE782	464-6807
CONTROL,AUTO ARTICULATION-DEMO	483-2354
JOYSTICK CONTROLS, BASIC	357-9151
TIRES,14.0R24 MX XGLA2 * G2 MP	252-0679
TANK, FUEL, STANDARD	540-2373
FAN, REVERSING, TND	542-4661
LANGUAGE, ENGLISH	386-1254
DECALS, ENGLISH (U.S.)	442-9940
LIGHTS, WORKING, PLUS, HALOGEN	395-1967
MOUNTING, WARNING LIGHT	361-3137
LIGHT, LED WARNING STROBE	338-1132
CAMERA, REAR VISION	396-3921
MIRRORS, OUTSIDE MOUNTED	233-3295
GUARD, TRANSMISSION	366-2459
HEATER, ENGINE COOLANT, 120V	249-5516
CIRCLE SAVER	521-3250
COOLANT, 50/50, -35C (-31F)	469-8157
ANTIFREEZE WINDSHIELD WASHER	0P-1939
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
140 RIPR-D	
140 PUSH	

Sell Price	\$267,428.00
Less Gross Trade Allowance	(\$220,000.00)
Ext Warranty	Included
<b>After Tax Balance</b>	<b>\$47,428.00</b>

**36 MONTH 1,500 HOUR GUARANTEE REPURCHASE \$143,000**

**TRADE-INS**

Model	Make	Serial Number	Year	Trade Allowance
140M3	CATERPILLAR(AA)	N9D00968	2018	\$220,000.00

**INCLUDES \$2,500 WARREN CAT ACCOUNT CREDIT**

**WARRANTY**

Standard Warranty: Standard 12 Month Unlimited Hour Full Machine Coverage

Extended Warranty: 140 GOVERNMENT 36 / 2000 PREMIER

**F.O.B/TERMS**

Amarillo

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

# American National Leasing Company


## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 49170C

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

LESSEE: **CLAY COUNTY**  
**214 N. Main St.**  
**Henrietta, Texas 76365**  
**(940) 538 - 4651**

VENDORS: **Warren CAT**  
**1909 Jacksboro Highway**  
**Wichita Falls, Texas 76301**  
**(940) 704 - 0424**

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
<b>140JY</b>	<b>0EB200348</b>	<b>2021 CAT MOTOR GRADER</b>	<b>1</b>	<b>\$267,428.00</b>
		<b>TRADE IN:</b> 2018 140M3 (N9D00971)		<b>(\$220,000.00)</b>
		<b>VENDOR TOTAL:</b>		<b>\$47,428.00</b>
		Payoff on 2018 140M3..June 28,2021:		<b>\$77,930.93</b>
		Document Fees:		<b>\$65.00</b>
		Down Payment:		<b>\$0.00</b>
		<b>TOTAL CAPITALIZED COST:</b>		<b>\$125,423.93</b>

  
 Lessee: Please Initial

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

No. of Years:	5	Base Lease Payment:	\$20,000.00
No. of Lease Payments:	5	Sales Tax:	EXEMPT
For Business Use Inside:	Clay County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$20,000.00</b>
		<b>Lease End Date:</b>	<b>June 28, 2026</b>

**[END OF LEASE PURCHASE OPTION]**

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

**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.

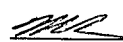
8.) **PURCHASE OPTION:** If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"). Lessee must 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: June 28, 2021

Lessor: American National Leasing Company

By: Mike Cuba  
Mike Cuba  
President

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

By: Mike Campbell  
Mike Campbell  
County Judge – Clay County

**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 St.  
Henrietta, Texas 76365  
Federal Tax ID #:75-6000861

Date of Acceptance: June 28, 2021

By: Mike Campbell  
Mike Campbell  
County Judge – Clay County


MC  
Lessee: Please Initial

Exhibit A

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
06/28/2021	\$0.00
06/28/2022	\$20,000.00
06/28/2023	\$20,000.00
06/28/2024	\$20,000.00
06/28/2025	\$20,000.00
06/28/2026	\$20,000.00

Exhibit A

  
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.

Exhibit A

  
Lessee: Please Initial

WORKSHEET FOR LEASE-PURCHASE EQUIPMENT LEASE

FILE: EquipQuote

LESSEE: Clay County Pct#1

Date: 6/28/2021

LEASE NO: ANLC #49170C

ACCEPTANCE DATE:

American National Leasing Co.

QUOTED BY: M.Cuba

CONTACT: Richard Lowry

940-529-6134

EQUIPMENT:

SOURCE: Warren CAT

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

<b>2020 140 JY Motor Grader</b>	\$267,428.00
New Serial # 0EB200348	\$0.00
	\$0.00
Trade Allowance--2018 140M3(#N9D00971)	-\$220,000.00
June 28,2021 Balance	\$77,930.93
	\$0.00
FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$125,358.93
Down Payment	\$0.00
UCC-1 Filing Fee	\$65.00
Trade Allowance	\$0.00
<b>Net Capitalized Cost</b>	<b>\$125,423.93</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
06/28/21	0.00	0	0.00	0.00	125,423.93
06/28/22	20,000.00	365	3,135.60	16,864.40	108,559.53
06/28/23	20,000.00	365	2,713.99	17,286.01	91,273.52
06/28/24	20,000.00	366	2,288.09	17,711.91	73,561.61
06/28/25	20,000.00	365	1,839.04	18,160.96	55,400.65
06/28/26	20,000.00	365	1,385.02	18,614.98	36,785.66
<b>Net Capitalized Cost</b>	<b>125,423.93</b>	<b>1826</b>	<b>\$11,361.73</b>		
Interest Rate	2.5000%				
Residual Value	\$1.00				
Rounding Adjustment	0.00				
<b>Adjusted Res. Value</b>	<b>\$1.00</b>				



**BUYBOARD QUOTE**

Quote 241548-01

January 28, 2021

CLAY COUNTY 1  
BOARD OF COUNTY COMMISSIONERS  
214 NORTH MAIN ST  
HENRIETTA  
Texas  
76365-2800

Attention: RICHARD LOWERY

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR Model: 140 JY Motor Graders with all standard equipment in addition to the additional specifications listed below:

**STOCK NUMBER:**C111093      **SERIAL NUMBER:**0EB200348

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.  
Sincerely,

James Russell  
Machine Sales Representative

**MACHINE SPECIFICATIONS**

<b>Description</b>	<b>Reference No</b>
140 15A MOTOR GRADER	577-3021
MOLDBOARD, 14' PLUS	349-3048
RIPPER/SCARIFIER	324-0889
COLD WEATHER PACKAGE	394-4521
LINES, STANDARD W/O ACCUMULATOR	305-2927
PRECLEANER, NON SY-KLONE	380-6774
DRAIN, HIGH SPEED, ENGINE OIL	501-1163
BASE + 2 (FL,RIP)	385-8095
STARTER, ELECTRIC, HEAVY DUTY	394-3945
LIGHTS, ARM, FOLD DOWN	536-9969
HEADLIGHTS, FRONT, HIGH, HALOGEN	308-9371
LIGHTS, ROADING, HALOGEN	421-7810
CAB, PLUS (STANDARD GLASS)	385-9554
CAB, PLUS (INTERIOR)	397-7457
SEAT BELT	394-1492
PRODUCT LINK, DUAL PLE782	464-6807
CONTROL, AUTO ARTICULATION-DEMO	483-2354
JOYSTICK CONTROLS, BASIC	357-9151
TIRES, 14.0R24 MX XGLA2 * G2 MP	252-0679
GUARD GP, HITCH	323-6970
TANK, FUEL, STANDARD	540-2373
FAN, REVERSING, TND	542-4661
LANGUAGE, ENGLISH	386-1254
DECALS, ENGLISH (U.S.)	442-9940
LIGHTS, WORKING, PLUS, HALOGEN	395-1967
MOUNTING, WARNING LIGHT	361-3137
LIGHT, LED WARNING STROBE	338-1132
CAMERA, REAR VISION	396-3921
MIRRORS, OUTSIDE MOUNTED	233-3295
GUARD, TRANSMISSION	366-2459
HEATER, ENGINE COOLANT, 120V	249-5516
PUSH PLATE, COUNTERWEIGHT HD	367-6842
SHANKS/TEETH, RIPPER/SCARIFIER	4K-3330
CIRCLE SAVER	521-3250
COOLANT, 50/50, -35C (-31F)	469-8157
ANTIFREEZE WINDSHIELD WASHER	0P-1939

Sell Price	\$267,428.00
Less Gross Trade Allowance	(\$220,000.00)
Ext Warranty	Included
<b>After Tax Balance</b>	<b>\$47,428.00</b>

**36 MONTH 1,500 HOUR GUARANTEE REPURCHASE \$143,000**

**TRADE-INS**

Model	Make	Serial Number	Year	Trade Allowance
140M3	CATERPILLAR(AA)	N9D00971	2018	\$220,000.00

**INCLUDES \$2,500 WARREN CAT ACCOUNT CREDIT**

**WARRANTY**

Standard Warranty: Standard 12 Month Unlimited Hour Full Machine Coverage

Extended Warranty: 140 GOVERNMENT 36 / 2000 PREMIER

**F.O.B/TERMS**

Amarillo

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature



# American National Leasing Company


## GOVERNMENT LEASE PURCHASE AGREEMENT NO. 49172C

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

LESSEE: CLAY COUNTY  
 214 N. Main St.  
 Henrietta, Texas 76365  
 (940) 538 - 4651

VENDORS: Warren CAT  
 1909 Jacksboro Highway  
 Wichita Falls, Texas 76301  
 (940) 704 - 0424

<u>Model Number</u>	<u>Serial #</u>	EQUIPMENT INFORMATION Item/Description:	<u>Qty</u>	<u>Price</u>
140JY	0EB200395	2021 CAT MOTOR GRADER	1	\$267,428.00
		<u>TRADE IN:</u> 2018 140M3 (N9D00969)		(\$220,000.00)
		VENDOR TOTAL:		\$47,428.00
		Payoff on 2018 140M3..June 28,2021:		\$75,296.53
		Document Fees:		\$65.00
		Down Payment:		\$0.00
		<b>TOTAL CAPITALIZED COST:</b>		<b>\$122,789.53</b>

  
 Lessee: Please Initial

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

No. of Years:	5	Base Lease Payment:	\$20,000.00
No. of Lease Payments:	5	Sales Tax:	EXEMPT
For Business Use Inside:	Clay County	Property Tax:	EXEMPT
		<b>Total Payment:</b>	<b>\$20,000.00</b>
		<b>Lease End Date:</b>	<b>June 28, 2026</b>

**[END OF LEASE PURCHASE OPTION]**

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

**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.

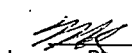
4.) **MAINTENANCE:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the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

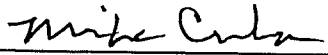
15.) SEVERABILITY: The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.

  
Lessee: Please Initial

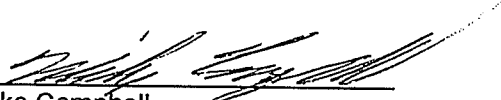
THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

Date of Acceptance: June 28, 2021

Lessor: American National Leasing Company

By:   
Mike Cuba  
President

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

By:   
Mike Campbell  
County Judge – Clay County

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.

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

Date of Acceptance: June 28, 2021

By:   
Mike Campbell  
County Judge – Clay County

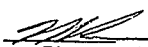
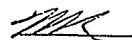
  
Lessee: Please Initial

Exhibit A

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
06/28/2021	\$0.00
06/28/2022	\$20,000.00
06/28/2023	\$20,000.00
06/28/2024	\$20,000.00
06/28/2025	\$20,000.00
06/28/2026	\$20,000.00

Exhibit A

  
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.

Exhibit A

\_\_\_\_\_  
Lessee: Please Initial



WORKSHEET FOR LEASE-PURCHASE EQUIPMENT LEASE

FILE: EquipQuote

LESSEE: Clay County Pct#1

Date: 6/28/2021

LEASE NO: ANLC #49172C

ACCEPTANCE DATE:

American National Leasing Co.

QUOTED BY: M.Cuba

CONTACT: Richard Lowry  
940-529-6134

EQUIPMENT:

SOURCE: Warren CAT

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

<b>2020 140 JY Motor Grader</b>	<b>\$267,428.00</b>
New Serial # 0EB200395	\$0.00
	\$0.00
Trade Allowance--2018 140M3(#N9D00969)	-\$220,000.00
Payoff as Feb 5,2018	\$75,296.53
	\$0.00
FREIGHT/HANDLING:	\$0.00
<b>TOTAL PURCHASE PRICE</b>	<b>\$122,724.53</b>
Down Payment	\$0.00
UCC-1 Filing Fee	\$65.00
Trade Allowance	\$0.00
<b>Net Capitalized Cost</b>	<b>\$122,789.53</b>

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
06/28/21	0.00	0	0.00	0.00	122,789.53
06/28/22	20,000.00	365	3,069.74	16,930.26	105,859.27
06/28/23	20,000.00	365	2,646.48	17,353.52	88,505.75
06/28/24	20,000.00	366	2,218.71	17,781.29	70,724.46
06/28/25	20,000.00	365	1,768.11	18,231.89	52,492.57
06/28/26	20,000.00	365	1,312.31	18,687.69	33,804.88
Net Capitalized Cost	122,789.53	1826	\$11,015.35		
Interest Rate	2.5000%				



**BUYBOARD QUOTE**

Quote 241552-01

January 28, 2021

CLAY COUNTY 1  
BOARD OF COUNTY COMMISSIONERS  
214 NORTH MAIN ST  
HENRIETTA  
Texas  
76365-2800

Attention: RICHARD LOWERY

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR Model: 140 JY Motor Graders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER:C1112160

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.  
Sincerely,

James Russell  
Machine Sales Representative

## Mike Cuba

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**From:** Jim D Russell <Jim.Russell@warrencat.com>  
**Sent:** Thursday, June 24, 2021 9:19 AM  
**To:** Mike Cuba  
**Subject:** 140 sold to Clay County 1

OPT	STATUS(+)	DATE	AVAIL	LOC	MODEL	ID NUMBER	SERIAL NU
P	SOLD	W	99/99/99	WFA	140 JY	C112160	0EB200395

Thank You,

Jim Russell  
Sales representative  
Warren CAT  
(940) 249-8237

Sent from my iPhone

### CONFIDENTIALITY STATEMENT

This message may contain information that is privileged, proprietary, or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

**MACHINE SPECIFICATIONS**

<b>Description</b>	<b>Reference No</b>
140 15A MOTOR GRADER	577-3021
MOLDBOARD, 14' PLUS	349-3048
COLD WEATHER PACKAGE	394-4521
LINES, STANDARD W/O ACCUMULATOR	305-2927
PRECLEANER, NON SY-KLONE	380-6774
DRAIN, HIGH SPEED, ENGINE OIL	501-1163
BASE + 2 (FL,RIP)	385-8095
STARTER, ELECTRIC, HEAVY DUTY	394-3945
LIGHTS, ARM, FOLD DOWN	536-9969
HEADLIGHTS,FRONT, HIGH,HALOGEN	308-9371
LIGHTS, ROADING, HALOGEN	421-7810
CAB, PLUS (STANDARD GLASS)	385-9554
CAB, PLUS (INTERIOR)	397-7457
SEAT BELT	394-1492
PRODUCT LINK, DUAL PLE782	464-6807
CONTROL,AUTO ARTICULATION-DEMO	483-2354
JOYSTICK CONTROLS, BASIC	357-9151
TIRES,14.0R24 MX XGLA2 * G2 MP	252-0679
TANK, FUEL, STANDARD	540-2373
FAN, REVERSING, TND	542-4661
LANGUAGE, ENGLISH	386-1254
DECALS, ENGLISH (U.S.)	442-9940
LIGHTS, WORKING, PLUS, HALOGEN	395-1967
MOUNTING, WARNING LIGHT	361-3137
LIGHT, LED WARNING STROBE	338-1132
CAMERA, REAR VISION	396-3921
MIRRORS, OUTSIDE MOUNTED	233-3295
GUARD, TRANSMISSION	366-2459
HEATER, ENGINE COOLANT, 120V	249-5516
CIRCLE SAVER	521-3250
COOLANT, 50/50, -35C (-31F)	469-8157
ANTIFREEZE WINDSHIELD WASHER	0P-1939
140 RIPR-D	C100083
140 PUSH	

Sell Price	\$267,428.00
Less Gross Trade Allowance	(\$220,000.00)
Ext Warranty	Included
<b>After Tax Balance</b>	<b>\$47,428.00</b>

**36 MONTH 1,500 HOUR GUARANTEE REPURCHASE \$143,000**

**TRADE-INS**

Model	Make	Serial Number	Year	Trade Allowance
140M3	CATERPILLAR(AA)	N9D00969	2018	\$220,000.00

INCLUDES \$2,500 WARREN ACCOUNT CREDIT

**WARRANTY**

Standard Warranty: Standard 12 Month Unlimited Hour Full Machine Coverage

Extended Warranty: 140 GOVERNMENT 36 / 2000 PREMIER

**F.O.B/TERMS**

Amarillo

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature