

WORKSHEET FOR LEASE PURCHASE EQUIPMENT LEASE

FILE EquipQuote  
 LESSEE Clay County  
 214 N Main St Henrietta TX 76365  
 Tax ID # 75 6000861

Date 10/05/2022  
 LEASE NO 30027208  
 ACCEPTANCE DATE 10/10/2022  
 FUND DATE 10/11/2022

First National Bank Leasing  
 Quoted by Gordon McCain  
 3801 Fairway Blvd Wichita Falls TX 76310  
 Cell (940) 757 2253

CONTACT Kirk Horton Constable Pct 1  
 BUSINESS PHONE 940 264 1314

EQUIPMENT

2022 Ford Explorer 4 Door AWD PPV \$37 965 00  
 VIN # 1FM5K8AC4NGB73750 \$0 00  
 \$0 00  
 \$0 00  
 \$0 00  
 \$0 00

SOURCE Wichita Falls Ford  
 (4) Four Yr Lease Purchase to \$1 00

FREIGHT/HANDLING \$0 00  
 TOTAL PURCHASE PRICE \$37 965 00  
 Down Payment \$0 00  
 UCC 1 Filing Fee \$250 00  
 Trade Allowance \$0 00  
**Net Capitalized Cost \$38 215 00**

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr Interest</u>	<u>Principal</u>	<u>Note Balance</u>
10/11/22	0 00	0	0 00	0 00	38 215 00
10/11/23	10 567 34	365	1 589 74	8 977 60	29 237 40
10/11/24	10 567 34	365	1 216 28	9 351 07	19 886 34
10/11/25	10 567 34	365	827 27	9 740 07	10 146 26
10/11/26	10 567 34	365	422 08	10 145 26	1 01

Net Capitalized Cost 38 215 00  
 Interest Rate 4 1600%  
**Residual Value \$1 01**  
 Rounding Residual (0 01)  
**Adjusted Res Value \$1 00**

## TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 30027208 (the Lease ) between FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING and CLAY COUNTY TX (the Governmental Entity ) The Lease payments in the Agreement contain both a principal component (for repayment to FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING for the principal amount it financed) and an interest component (as interest to FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING for making the financing available) The interest component is priced at a tax exempt interest rate

The Governmental Entity hereby states for the benefit of FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING as follows

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

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

3 The Governmental Entity will spend all of the money advanced by FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING within no more than two weeks of the date the Lease is funded None of these funds will be invested

4 The Lease is not federally guaranteed

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

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

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

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

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

General Provisions

- 1 The Lease has been duly authorized by the governing body of the Governmental Entity at a meeting which the open meeting notice was posted regarding the Lease transaction and at which a quorum was present
- 2 There is no litigation pending regarding the Lease or to the best of the knowledge of the Governmental Entity threatened in regard to the Lease
- 3 Entering the Lease does not constitute an event of default or contravene any other agreement to which the Governmental Entity is a party
- 4 The Governmental Entity has the ability to pay the Lease provided the duty to pay the Lease is subject to annual appropriation as set forth in the Lease documents
- 5 The property being financed is personal property for which bids were taken in the manner required by law
- 6 The Governmental Entity will use the property for one of its essential purposes

Signed as of this day 10/10 2022

(CLAY COUNTY TX)

  
\_\_\_\_\_  
Mike Campbell County Judge

CONTRACT (LEASE) NO 30027208

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

**EQUIPMENT LEASE BY COUNTY**

**PARTIES**

**Lessor** FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING  
3801 FAIRWAY BLVD  
WICHITA FALLS TEXAS 76310

**Lessee** CLAY COUNTY  
214 N MAIN ST  
HENRIETTA TX 76365  
TAX ID # 75 6000861

**TERMS AND CONDITIONS**

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

2 ) **ACCEPTANCE, DELIVERY** Lessee agrees that it has selected the Equipment and the Lessor shall not be liable for specific performance or for damages if any if for any reason the vendor delays or fails to fill the Equipment order Lessee shall accept such Equipment as delivered by Lessor and authorizes Lessor to insert the serial number and any additional descriptive matter in Equipment Information in connection with the Equipment Lessee represents that it has acquired the Equipment in accordance with applicable Texas bid or procurement law

3 ) **WARRANTIES AND REPRESENTATIONS** Lessee agrees that all maintenance service and Equipment warranties are the sole obligation of the vendor or supplier of the Equipment and not Lessor Lessor authorizes the Lessee to enforce in Lessee s own name any warranty agreement or representation if any which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT AT TIME OF LEASE Lessor specifically disclaims any representation or warrant with regard to merchantability or fitness for a particular use or purpose Lessee has inspected the Equipment and has selected the Equipment to be financed by this Lease Lessor is merely providing financing for such Equipment Lessor is not the vendor of the Equipment and Lessor makes no warranties in regard to the Equipment All warranties regarding the Equipment including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR USE OR PURPOSE are expressly disclaimed by Lessor

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

4 ) **LEASE PAYMENTS** The total Lease payments for lease of the Equipment are shown on Exhibit 2 Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit 2

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

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

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

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

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

#### 11 ) **EVENTS OF DEFAULT, REMEDIES, LATE CHARGES, EXPENSES OF ENFORCEMENT**

(a) **Events of Default** In the event Lessee shall default in the payment of any Lease payment due or any other sums due hereunder for a period of fifteen (15) days or more, or in the event of any default or breach of the terms and conditions of this Lease or any other lease between the parties hereto, or if any execution or other writ or process shall be issued in any action or proceeding against the Lessee whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event Lessee shall return the Equipment as provided in Section 6 and Section 11(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment and for such purpose the Lessor may enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

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

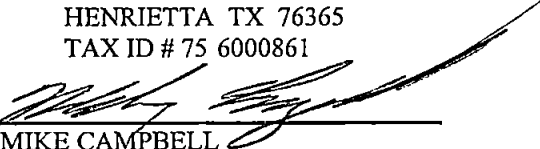
THERE ARE NO ORAL AGREEMENTS BETWEEN THE LESSOR AND LESSEE

DATE OF ACCEPTANCE OCTOBER 10<sup>th</sup> 2022

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

By   
GORDON W MCCAIN III  
ASSISTANT VICE PRESIDENT

LESSEE CLAY COUNTY  
214 N MAIN ST  
HENRIETTA TX 76365  
TAX ID # 75 6000861

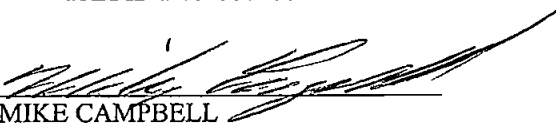
By   
MIKE CAMPBELL  
COUNTY JUDGE – CLAY COUNTY

LESSEE S ACCEPTANCE

TO VENDOR ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT

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

LESSEE CLAY COUNTY  
214 N MAIN ST  
HENRIETTA TX 76365  
TAX ID # 75 6000861

By   
MIKE CAMPBELL  
COUNTY JUDGE – CLAY COUNTY

DATE OF ACCEPTANCE OCTOBER 10<sup>th</sup> 2022

Exhibit 2

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
10/11/22	\$0 00
10/11/23	\$10 567 34
10/11/24	\$10 567 34
10/11/25	\$10 567 34
10/11/26	\$10 567 34

**Information Return for Small Tax Exempt  
Governmental Bond Issues, Leases, and Installment Sales**

▶ Under Internal Revenue Code section 149(e)

Caution *If the issue price of the issue is \$100 000 or more use Form 8038 G*

**Part I Reporting Authority** Check box if Amended Return

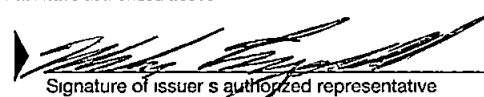
1 Issuer's name <b>CLAY COUNTY TX</b>		2 Issuer's employer identification number (EIN) <b>7 5   6 0 0 0 8 6 1</b>	
3 Number and street (or P.O. box if mail is not delivered to street address) <b>P O BOX 548</b>		Room/suite	
4 City, town, or post office, state, and ZIP code <b>HENRIETTA TX 76365</b>		5 Report number (For IRS Use Only) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information <b>MIKE CAMPBELL COUNTY JUDGE</b>		7 Telephone number of officer or legal representative <b>940 538 4651</b>	

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

8a Issue price of obligation(s) (see instructions)	8a	38 215	00
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example 01/01/2009) (see instructions) ▶ <u>10/11/2022</u>			
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles	9a	38,215	00
b For leases for office equipment	9b		
c For leases for real property	9c		
d For leases for other (see instructions)	9d		
e For bank loans for vehicles	9e		
f For bank loans for office equipment	9f		
g For bank loans for real property	9g		
h For bank loans for other (see instructions)	9h		
i Used to refund prior issue(s)	9i		
j Representing a loan from the proceeds of another tax exempt obligation (for example, bond bank)	9j		
k Other	9k		
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception) check this box ▶ <input checked="" type="checkbox"/>			
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate check this box (see instructions) ▶ <input type="checkbox"/>			
12 Vendor's or bank's name <b>FIRST NATIONAL BANK</b>			
13 Vendor's or bank's employer identification number <b>7 5   2 0 4 4 9 4 8</b>			

**Signature and Consent**

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

 10/12/2022  
Signature of issuer's authorized representative Date

**MIKE CAMPBELL COUNTY JUDGE**  
Type or print name and title

**Paid Preparer Use Only**

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

**General Instructions**

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

**What's New**

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

**Purpose of Form**

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

**Who Must File**

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

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

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

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

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

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

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



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

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

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

**Part II—Description of Obligations**

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

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

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

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

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

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

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

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

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

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

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

**Signature and Consent**

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

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

**Paid Preparer**

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

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

The paid preparer must

Sign the return in the space provided for the preparer's signature, and

Give a copy of the return to the issuer.

**Paperwork Reduction Act Notice**

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

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

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

<b>Learning about the law or the form</b>	4 hr 46 min
<b>Preparing the form</b>	2 hr 22 min
<b>Copying, assembling and sending the form to the IRS</b>	2 hr 34 min

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

**BUYER'S ORDER**  
NOT A FINANCE CONTRACT



**THE FORD HOUSE**

WICHITA FALLS FORD LINCOLN

www.TheFordHouse.com

5401 Kell Blvd Wichita Falls TX 76310 (940) 692 1121

**PURCHASER'S INFORMATION**

CLAY COUNTY

Purchaser's Name \_\_\_\_\_

Co Purchaser's Name \_\_\_\_\_

Address 100 N BRIDGE ST

City & State HENRIETTA TX Zip 76365

Home Phone (940) 538-5611 Bus Phone (940) 538-5611

Date 10/04/22 Salesperson CURTIS HANNA

Delivery Date 10/04/22 Prospect Number N/A

**TRADE-IN**

Yr N/A Make N/A Model N/A Mileage N/A

Lic # \_\_\_\_\_ VIN N/A

Acct # \_\_\_\_\_ Payoff N/A Good Through \_\_\_\_\_

Owed To N/A

Address N/A

City & State N/A Zip N/A

Phone # N/A Quoted By \_\_\_\_\_

I hereby certify that the above listed pay off amount is correct and represents the full pay off of all liens on my trade in vehicle. If the actual pay off is greater I agree to pay the difference in cash to Seller within three days of being notified of the difference. I certify that my trade in vehicle has not been reconstructed or rebuilt nor has it suffered major damage. Accordingly the words reconditioned or salvage will not appear on the title. I also certify that the emission control components and systems on my trade in vehicle have not been tampered with, modified or disconnected.

Purchaser's Signature \_\_\_\_\_

Co Purchaser's Signature \_\_\_\_\_

**DISCLAIMER OF WARRANTIES**

Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. There are no such warranties which extend beyond the description on the face hereof.

Salespersons, financing and insurance representatives, and service personnel have no authority to make any promises or warranties which are not in writing.

IF THIS CONTRACT IS FOR THE SALE OF A USED MOTOR VEHICLE THE VEHICLE IS SOLD AS IS.

Lien FIRST NATIONAL BANK

Address 100 N BRIDGE ST

City State Zip WICHITA FALLS TX 76310

Buyer agrees to purchase the vehicle described in this Order on the terms set forth herein. Buyer agrees that this Order cancels and supersedes any prior Order or Agreement and contains the complete and exclusive statement of the terms of such purchase. If the price is not funded in full within 72 hours of Seller's acceptance, Buyer agrees that Seller retains first security interest in the purchased vehicles and Buyer will return the purchased vehicle until such time Buyer has paid the Seller in full. Buyer acknowledges he/she has read these terms and conditions.

**VEHICLE INFORMATION**

Stock No 18671 VIN 1FM5Y8AC4NGB73750

New/Used/Demo make FORD Miles \_\_\_\_\_

Model POLICE INTERPOL OFFICE FORD Color WHITE

MSRP 37,871.54

**ACCESSORIES**

The prices hereon are estimates based on a delivery thru date and are subject to renegotiation in the event of manufacturer's/distributor's price increase.

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_

PRICE OF UNIT	\$ 37,871.54
MANUFACTURE REBATE	N/A
SELLING PRICE	\$ 37,871.54
TRADE IN ALLOWANCE	N/A
TRADE DIFFERENCE	\$ 37,871.54
TEXAS STATE SALES TAX 6.1%	+ N/A
DEALERS VEHICLE INVENTORY TAX	+ 85.16
LICENSE	+ N/A
TITLE	+ N/A
INSPECTION	+ 7.00
DOCUMENTARY FEE	+ N/A
FEDERAL LUXURY EXCISE TAX	+ N/A
BALANCE DUE ON TRADE	+ N/A
SUB TOTAL	\$ 37,955.00
EXTENDED SERVICE AGREEMENT	+ N/A
DEPOSIT OR CASH DOWN	N/A
PRINCIPLE BALANCE DUE	\$ 37,965.00

THE DEALER'S INVENTORY TAX CHARGE IS INTENDED TO REIMBURSE THE DEALER FOR AD VALOREM TAXES ON ITS MOTOR VEHICLE INVENTORY. THE CHARGE WHICH IS PAID BY THE DEALER TO THE COUNTY TAX ASSESSOR COLLECTOR IS NOT A TAX IMPOSED ON A CONSUMER BY THE GOVERNMENT AND IS NOT REQUIRED TO BE CHARGED BY THE DEALER TO THE CONSUMER.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICE RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$150 OR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY THE PARTIES FOR A FINANCIAL COMMERCIAL VEHICLE CONTRACT. THIS NOTICE IS REQUIRED BY LAW.

**ARBITRATION** ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR IN ANY WAY RELATING TO THE NEGOTIATION, PURCHASE, FINANCING, WARRANTY (EXPRESSED OR IMPLIED) AND/OR REPAIR OF THE VEHICLE WHICH IS SUBJECT OF THIS AGREEMENT WHETHER THOSE CLAIMS ARISE FROM OR CONCERN CONTRACT, WARRANTY OR COMMON LAW WILL BE SETTLED SOLELY BY MEANS OF FINAL AND BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS RULES AND PROCEDURES.

**NOTICE TO CREDIT BUYER**

If this order involves credit this is the seller's obligation to secure any and all information from a buyer to determine the credit worthiness of the purchaser. No other contractual relationship is created here by this disclosure and will be made prior to consummation of all transactions by purchaser's execution of this contract.

*(Signature)*

18671

CERTIFICATE OF ORIGIN FOR A VEHICLE



DATE  
AUGUST 23, 2022

INVOICE NO  
GB73750 0

VEHICLE IDENTIFICATION NO  
1FM5K8AC4NGB73750

YEAR  
2022

MAKE  
FORD

BODY TYPE  
119 EXPLORER POLICE AWD 4DR

SHIPPING WEIGHT  
4628 LBS

HP(SAE) GVWR  
27 13 6500 LBS

NO CYLS  
6  
1/2

SERIES OR CODE  
K8AC

NOMINAL TONNAGE

CERTIFIED FOR SALE IN CALIFORNIA

I, the undersigned authorized representative of the company, firm or corporation named below hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer

NAME OF DISTRIBUTOR DEALER ETC

Wichita Falls Ford  
5401 Kell Blvd West  
Wichita Falls TX 76310

52E506

It is further certified that this was the first transfer of such new motor vehicle in ordinary trade and commerce

MEMO DATA

B57095586

FINANCE SOURCE 000001

FORD MOTOR COMPANY

Ford Motor Credit Co  
P O Box 1732, Room  
Dearborn MI  
48121

BY Jonathan E Osgood  
JONATHAN E OSGOOD SECRETARY (AGENT)

DEARBORN, MICHIGAN

CITY STATE



Each side signed and sealed by the buyer (his knowledge in print and oral) to pay off with this check is now and has to be registered in the state of purchase of vehicle and to be a security interest in the vehicle and to be a lien on the vehicle.

FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO

DISTRIBUTION DEALER ASSIGNMENT NUMBER 1	NAME OF PURCHASER(S) _____
	ADDRESS _____
	I certify to the best of my knowledge that the odometer reading is _____ No Tenths
	DEALER _____ BY _____ <small>NAME OF DEALERSHIP DEALER LICENSE NUMBER Being duly signed upon call by the duly licensed salesperson and recorded before this day of _____ No. of Public</small>
DISTRIBUTION DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S) _____
	ADDRESS _____
	I certify to the best of my knowledge that the odometer reading is _____ No Tenths
	DEALER _____ BY _____ <small>NAME OF DEALERSHIP DEALER LICENSE NUMBER Being duly signed upon call by the duly licensed salesperson and recorded before this day of _____ No. of Public</small>
DISTRIBUTION DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S) _____
	ADDRESS _____
	I certify to the best of my knowledge that the odometer reading is _____ No Tenths
	DEALER _____ BY _____ <small>NAME OF DEALERSHIP DEALER LICENSE NUMBER Being duly signed upon call by the duly licensed salesperson and recorded before this day of _____ No. of Public</small>
DISTRIBUTION DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S) _____
	ADDRESS _____
	I certify to the best of my knowledge that the odometer reading is _____ No Tenths
	DEALER _____ BY _____ <small>NAME OF DEALERSHIP DEALER LICENSE NUMBER Being duly signed upon call by the duly licensed salesperson and recorded before this day of _____ No. of Public</small>
ODOMETER DISCLOSURE FOR RETAIL SALE	Signature(s) of Seller(s) _____ Date of Sale _____
	Printed Name of Seller _____ Dealer's No. _____ Being duly signed before this day of _____
	Signature of Purchaser(s) _____ Notary Public _____
	County Name of Purchaser(s) _____ State _____
LIENHOLDER	I lien in favor of _____
	whose address is _____
	2nd lien in favor of _____
	whose address is _____

USE NOTARIZATION ONLY IF REQUIRED IN TITLE JURISDICTION

REV 11 02

# Application for Texas Title and/or Registration

10/1/22

Applying for (please check one) <input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration				<b>TAX OFFICE USE ONLY</b>						
For a corrected title or registration check reason <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other _____				County _____						
1 Vehicle Identification Number 1FM5K8AC4NGB73750				2 Year 2022	3 Make FORD	4 Body Style AWD	5 Model POLICE IN	6 Major Color OYFORD WH	7 Minor Color	
8 Texas License Plate No		9 Odometer Reading (no tenths) 8		10 This is the Actual Mileage unless the mileage is <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt			11 Empty Weight		12 Carrying Capacity (if any)	
13 Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non Profit							14 Applicant Photo ID Number or FEIN/EIN			
15 ID Type <input type="checkbox"/> U S Driver License/ID Card (issued by TX) <input type="checkbox"/> NATO ID <input type="checkbox"/> U S Dept of State ID <input type="checkbox"/> Passport (issued by _____) <input type="checkbox"/> U S Military ID <input type="checkbox"/> U S Dept of Homeland Security ID <input type="checkbox"/> U S Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID										
16 Applicant First Name (or Entity Name) CLAY COUNTY			Middle Name		Last Name		Suffix (if any)			
17 Additional Applicant First Name (if applicable)			Middle Name		Last Name		Suffix (if any)			
18 Applicant Mailing Address 100 N BRIDGE ST				City HENRIETTA	State TX	Zip 76365		19 Applicant County of Residence CLAY		
20 Previous Owner Name (or Entity Name) WICHITA FALLS FORD LINCOLN				City Wichita Falls	State TX	21 Dealer GDN (if applicable) P43086		22 Unit No (if applicable)		
23 Renewal Recipient First Name (or Entity Name) (if different)			Middle Name		Last Name		Suffix (if any)			
24 Renewal Notice Mailing Address (if different)				City		State		Zip		
25 Applicant Phone Number (optional) (940) 538-5611		26 Email (optional)			27 Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26)		28 Communication Impediment? <input type="checkbox"/> Yes (Attach Form VTR 216)			
29 Vehicle Location Address (if different)				City		State		Zip		
30 Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR 267)		31 Electronic Title Request <input type="checkbox"/> Yes (Cannot check #30)		32 Certified/eTitle Lienholder ID Number (if any)			33 First Lien Date (if any) 10/04/22			
34 First Lienholder Name (if any) FIRST NATIONAL BANK			Mailing Address 3801 FAIRWAY BLVD WICHITA FALLS TX 76310		City WICHITA FALLS		State TX		Zip 76310	
35 Check only if applicable <input type="checkbox"/> I hold Motor Vehicle Retailer (Renal) Permit No _____ and will satisfy the minimum tax liability (VATS Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (VATS Tax Code §152.002(c)) GDN or Lessor Number _____										
36 Trade In (if any) <input type="checkbox"/> Yes (Complete)				Year		Make		Vehicle Identification Number		37 Additional Trade In(s) <input type="checkbox"/> Yes
38 Check only if applicable <b>SALES AND USE TAX COMPUTATION</b> XX (a) Sales Price (\$ N/A rebate has been deducted) \$ 37 871 54 <input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____ (b) Less Trade In Amount described in Box 36 above \$ ( N/A ) <input type="checkbox"/> \$5 Even Trade Tax _____ (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction described in Box 36 above \$ ( N/A ) <input type="checkbox"/> \$10 Gift Tax - Attach Comptroller Form 14 317 _____ (d) Taxable Amount (Item a minus Item b or Item c) \$ 37 871 54 <input type="checkbox"/> \$65 Rebuilt Salvage Fee _____ (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ N/A <input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14 000 lbs) _____ (f) Late Tax Payment Penalty <input type="checkbox"/> 5/ or <input type="checkbox"/> 10 \$ N/A <input type="checkbox"/> 1 % Emissions Fee (Diesel Vehicles 1997 and Newer 14 000 lbs) _____ (g) Tax Paid to N/A (STATE) \$ N/A <input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because _____ (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ N/A <input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor collector for the correct fee)										
<b>CERTIFICATION - State law makes falsifying information a third degree felony</b>										
I hereby certify that the contents in this document are true and correct to the best of my knowledge and belief and I am eligible for title and/or registration (as applicable) <input type="checkbox"/> (Corrected title only if applicable) I certify I am applying for a corrected title and the original Texas Certificate of Title is lost or destroyed										
Signature(s) of Seller(s) Donor(s) or Trader(s)				Printed Name(s) (Same as Signature(s)) CLAY COUNTY				Date 10/04/22		
Signature of Applicant/Owner				Printed Name (Same as Signature)				Date		
Signature(s) of Additional Applicant(s)/Owner(s)				Printed Name(s) (Same as Signature(s))				Date		

# ODOMETER DISCLOSURE STATEMENT

Federal law (and State law if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

WICHITA FALLS FORD

I \_\_\_\_\_ state that the odometer now reads \_\_\_\_\_ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below unless one of the following statements is checked.

TRANSFEROR'S NAME (PRINT)  
8

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is **NOT** the actual mileage.  
**WARNING — ODOMETER DISCREPANCY**

FORD

MAKE \_\_\_\_\_

MODEL POLICE INTERCEPT BODY TYPE AWD

VEHICLE IDENTIFICATION NUMBER

1FM5K8AC4NGB73750

YEAR

2022

TRANSFEROR'S NAME WICHITA FALLS FORD (PRINTED NAME)

5401 Kell Blvd

TRANSFEROR'S ADDRESS (STREET) Wichita Falls TX 76310 (CITY) (STATE) (ZIP CODE)

TRANSFEROR'S NAME X  (SIGNATURE)

DATE OF STATEMENT 10/04/22

TRANSFEREE'S NAME CLAY COUNTY

TRANSFEREE'S ADDRESS (STREET) 100 N BRIDGE ST HENRIETTA TX 76365 (CITY) (STATE) (ZIP CODE)

TRANSFEREE'S NAME X CLAY COUNTY (SIGNATURE)

(PRINTED NAME)

THIS PRINTER MAKES NO WARRANTY EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THE FORM. CONSULT YOUR OWN LEGAL COUNSEL.

**ILAW**

FORM NO LAWTX 65 (R) 8/15)

© 2011 The Ray & Associates Company  
1001 E. 1st St., Suite 100, Wichita, KS 67202  
Tel: 316-261-1100 Fax: 316-261-1101

# AGREEMENT TO FURNISH INSURANCE

Date 10/04/22

To Seller/Lessor WICHITA FALLS FORD  
5401 Kell Blvd Wichita Falls TX 76310

The undersigned Buyer/Lessee(s) agree(s) to furnish his/their own Insurance Policy covering a vehicle which is the subject of a credit sale contract/lease dated this 4 day of Oct YR 2022

The vehicle referred to herein is described as follows  
Year 2022 Make FORD Model POLICE INTERCEPTORAWD Body Type  Vehicle Identification No 1F15K6AC4NGE73750

Such Insurance Policy must be delivered to the Seller/Lessor within        days from the date of this Agreement. The following is not an acceptable policy: Maintenance or repair contracts; One Month Policies or Insurance Certificates that make reference to a Master Insurance Agreement; if Seller/Lessor does not receive such Policy by the time stated; Seller/Lessor may (but is not required to) procure insurance of the kind and type agreed to be furnished under the terms of the credit sale contract/lease. Such insurance may cover only Seller's/Lessor's interest in the vehicle as the law allows.

Ins Co        Agent       

ADDRESS OF AGENCY STREET CITY STATE ZIP COUNTRY PHONE NUMBER  
                                                                     

Policy No        Exp Date 11/A

Fire & Theft  Additional Coverage  \$        Deductible Comprehensive  \$ 0 Deductible Collision

In the event Buyer/Lessee(s) fail(s) to furnish a valid insurance policy or written evidence of insurance of the type required under the credit sale contract/lease, Buyer/Lessee(s) hereby agree(s) to pay to Seller/Lessor or assignees any earned premium for any policy they may have to place for the above described vehicle in accordance with repayment procedures set forth in the credit sale contract/lease.

Buyer/Lessee(s) further agree(s) to assume any and all responsibility for damage to the vehicle or resulting from the use, maintenance or operation of the vehicle and agree to hold Seller/Lessor free of any loss, claim or liability resulting from any damage to the vehicle or from the vehicle's use, maintenance or operation.

Loss Payee FIRST NATIONAL BANK  
Loss Payee's Address 3801 FAIRWAY BLVD WICHITA FALLS, TX 7631

NOTICE TO BUYER/LESSEE: This Agreement does not constitute a sale of insurance to order. Public Liability or Property Damage Insurance is not included. Any insurance obtained by the Seller/Lessee or Seller/Lessor shall not be subject to coverage of or damage to the vehicle and will not include Public Liability or Property Damage Insurance.

BUYER/LESSEE'S NAME (IF ANY) CLAY COUNTY  
HOME PHONE (940) 538-5611 BUSINESS PHONE (940) 538-5611

ADDRESS 100 N BRIDGE ST  
HENRIETTA, TX 76365

X [Signature]  
BY SELLER/LESSOR

X [Signature]  
BY BUYER/LESSEE

**LAW**

FORM NO 22815 D SE 1/17

©2017 The Buyer/Lessee hereby agrees to ORDER. Whereby, Lic. # 11-800-344-0996 fax 1-800-531-9055. THE PRINTED LABEL IS A LEGAL REQUIREMENT. DO NOT REMOVE OR DESTROY. THIS LABEL IS A REQUIREMENT FOR PURCHASE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.