

**First National Bank**

**FIRST NATIONAL BANK LEASING  
EQUIPMENT LEASE APPLICATION**

(PLEASE TYPE OR PRINT CLEARLY)

**Municipality Information**

Municipality: LAMB COUNTY, TEXAS			
Address: 100 6 <sup>th</sup> Drive Rm B09			
City: Littlefield	County: Lamb	State: Texas	Zip Code: 79339
Telephone No. 806-485-9118		Fax No.	
Contact Name: Gina Jones		Title: County Auditor	
Tax ID #: 75-6001049			
Email: gjones@co.lamb.tx.us			
Other Information: Judge James M. DeLoach - Signer			

**Vendor Information**

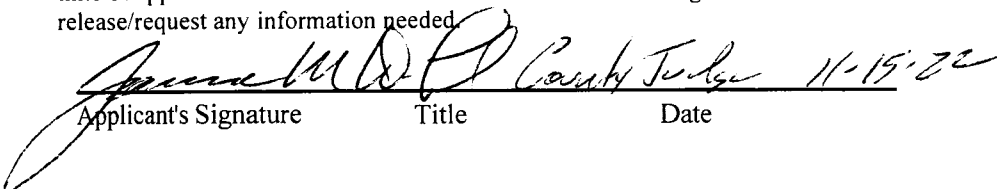
Vendor Name: Warren CAT		Vendor Contact: Devin Cornell	
Address: P.O. Box 60662			
City: Midland	State: Texas	Zip Code: 79711	
Telephone No. 806-677-5865		Fax No.	

**Equipment Information**

Total Amount of Lease: \$255,300.00						
Equipment Location: Lamb County, Texas Pct. 1						
Equipment Description : (1) 2022 Caterpillar 140SW Motor Grader Serial: N9400621						
Leasing Term:	12	24	36	48	<b>60</b>	Buyout Option: \$1.00
Guaranteed Buy Back Option From Vendor: N/A						

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

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

  
Applicant's Signature                      Title                      Date                      11-15-22

CONTRACT (LEASE) NO. 30027753

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:** LAMB COUNTY, TEXAS  
100 6<sup>th</sup> DRIVE, RM B09  
LITTLEFIELD, TX 79339  
TAX ID # 75-6001049

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

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

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

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

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

without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of the *Wall Street Journal* Prime Rate +4% per annum, as in effect for the entire period of non-bank qualified status, or taxability.

5.) **LEASE TERM:** This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date as set forth on Exhibit 1.

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

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

7.) **PURCHASE OPTION:** If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit 1, plus any applicable sales taxes and fees (all being the "Purchase Option Price"), it being understood no taxes are due under current Texas law. Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit 1 shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS, WHERE-IS AND WITH ALL FAULTS without any representation or warranty whatsoever.

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

- (a) the remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit 2 (the Lease payments have both a principal and interest component like any loan); plus
- (b) accrued but unpaid interest on such principal amount as of such purchase date.

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

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

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

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

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

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

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

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

(b) Remedies. If this Lease terminates by reason of event of default (Section 11), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit 1, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

- (i) Lessee shall return the Equipment to Lessor as provided in Section 6.
- (ii) Lessor may retain all Lease payments previously paid by Lessee.
- (iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver evidence of title as provided in Section 6.
- (iv) After return of the Equipment, Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.
- (v) Lessor may enforce its rights hereunder by writ of mandamus.

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

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

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

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

14.) **SPECIAL PROVISIONS: FISCAL FUNDING:** The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation, Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made. All obligations and payments required of Lessee herein shall be subject to appropriation by Lessee of sufficient funds.


To the extent permitted by law, (i) Lessee may not terminate the Lease in order to purchase, rent or lease property performing functions similar to those performed by the Equipment through the stated maturity date of the Lease, and (ii) Lessee agrees not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Lessee.

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

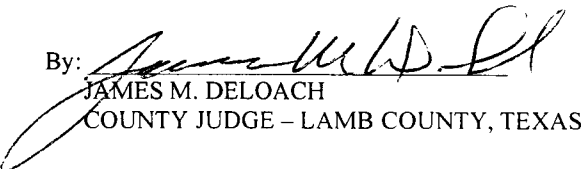
**THERE ARE NO ORAL AGREEMENTS BETWEEN THE LESSOR AND LESSEE.**

DATE OF ACCEPTANCE: NOVEMBER 14<sup>TH</sup>, 2022

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

By:   
GORDON W. MCCAIN III  
ASSITANT VICE PRESIDENT

**Lessee:** LAMB COUNTY, TEXAS  
100 6th DRIVE, RM B09  
LITTLEFIELD, TX 79339  
TAX ID # 75-6001049

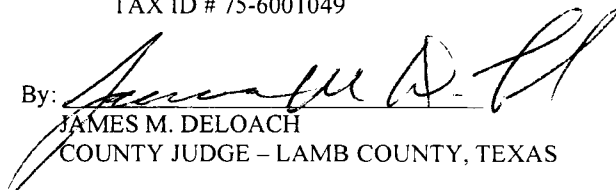
By:   
JAMES M. DELOACH  
COUNTY JUDGE – LAMB COUNTY, TEXAS

**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:** LAMB COUNTY, TEXAS  
100 6th DRIVE, RM B09  
LITTLEFIELD, TX 79339  
TAX ID # 75-6001049

By:   
JAMES M. DELOACH  
COUNTY JUDGE – LAMB COUNTY, TEXAS

DATE OF ACCEPTANCE: NOVEMBER 14<sup>th</sup>, 2022

**Exhibit 1**

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
140SW	N9400621	2022 CAT 140SW Motor Grader Purchased from Warren CAT – Government Contract – Agreement# P13344	1	\$336,000.00
140M	B9D01781	TRADE: 2009 CAT 140M Motor Grader	1	(\$55,500.00)
140M	B9D02600	TRADE: 2010 CAT 140M Motor Grader	1	(\$55,500.00)
		<b>SUB TOTAL:</b>	1	<b>\$225,000.00</b>
		<b>TOTAL:</b>		<b>\$ 225,000.00</b>
		<b>Down Payment:</b>		<b>\$ 0.00</b>
		Document Fees:		<b>\$300.00</b>
		<b>TOTAL CAPITALIZED COST:</b>		<b>\$225,300.00</b>

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

No. of Years:	5	Base Lease Payment:	\$51,550.31
No. of Annual Lease Payments:	5	Interest Rate:	4.66%
For Business Use Inside:	LAMB COUNTY	Property Tax:	N/A
		<b>Total Payment:</b>	<b>\$51,550.31</b>
		<b>Lease End Date:</b>	<b>NOVEMBER 17<sup>th</sup>, 2027</b>

**Exhibit 2**

Lease payments:

<u>Payment Date</u>	<u>Lease Payment</u>
11/17/2022	\$0.00
11/17/2023	\$51,550.31
11/17/2024	\$51,550.31
11/17/2025	\$51,550.31
11/17/2026	\$51,550.31
11/17/2027	\$51,550.31



## TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 30027753 (the "Lease") between FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING and LAMB COUNTY (the "Governmental Entity"). The Lease payments in the Agreement contain both a principal component (for repayment to FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING for the principal amount it financed) and an interest component (as interest to FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING for making the financing available). The interest component is priced at a tax exempt interest rate.

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

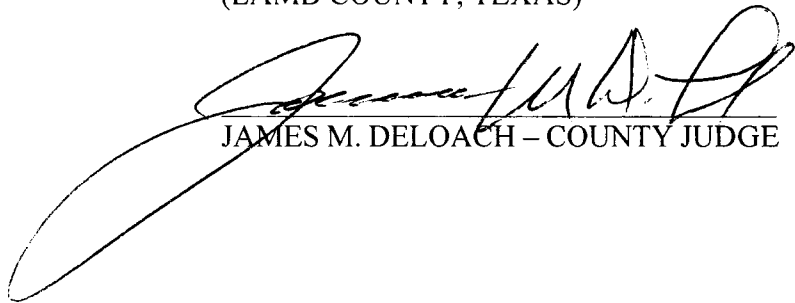
1. The Governmental Entity has not and will not fund any other tax exempt debt transaction within 15 days of the funding of the Lease.
2. The Governmental Entity will own and operate the property financed by the Lease.
3. The Governmental Entity will spend all of the money advanced by FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING within no more than two weeks of the date the Lease is funded. None of these funds will be invested.
4. The Lease is not federally guaranteed.
5. The Lease is a privately placed bank loan and is not offered to the general public or a "public security" under Texas law.
6. There is no reserve fund or other specific fund established for payment of the Lease.
7. The proceeds of the Lease are not being used to reimburse the governmental Entity for any previous expenditure made by it. The proceeds of the Lease will be paid immediately to the vendor of the property.
8. The Lease is hereby designated by the Governmental Entity as a "qualified tax exempt obligation" under Section 265(b)(3) of the Internal Revenue Code. The reasonably anticipated amount of tax exempt obligations to be issued by the Governmental Entity during the same calendar year in which the Lease is funded will not exceed \$10,000,000. Additionally, in calculating the \$10,000,000 the Governmental Entity is including all tax exempt debt issued by local development corporations or other entities issuing "on behalf of" the Governmental Entity except private activity bonds other than Section 501(c)(3) bonds.
9. The weighted average maturity of the Lease (meaning when it is approximately one-half paid off) does not exceed 120% of the useful life of the property being financed.

General Provisions

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

Signed as of this day November 15<sup>th</sup>, 2022

(LAMB COUNTY, TEXAS)



JAMES M. DELOACH – 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.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>LAMB COUNTY, TX</b>		2 Issuer's employer identification number (EIN) <b>75-6001049</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <b>GORDON MCCAIN</b>		3b Telephone number of other person shown on 3a <b>940-696-3000</b>	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>100 6th DRIVE</b>	Room/suite <b>B09</b>	5 Report number (For IRS Use Only) <b>3</b>	
6 City, town, or post office, state, and ZIP code <b>LITTLEFIELD, TEXAS 79339</b>		7 Date of issue <b>11/17/2022</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>JAMES M. DELOACH - COUNTY JUDGE</b>		10b Telephone number of officer or other employee shown on 10a <b>806-485-9118</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	225,300	00
14 Public safety . . . . .	14		
15 Environment (including sewage bonds) . . . . .	15		
16 Housing . . . . .	16		
17 Utilities . . . . .	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

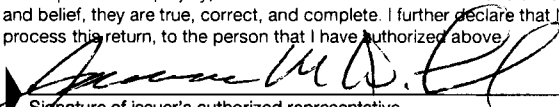
<b>Part III Description of Obligations.</b> Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	11/17/2027	\$ 225,300.00	\$ 225,300.00	3.1 years	4.66 %

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>				
22	Proceeds used for accrued interest . . . . .	22		
23	Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23	225,300	00
24	Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24	300	00
25	Proceeds used for credit enhancement . . . . .	25		
26	Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26		
27	Proceeds used to currently refund prior issues . . . . .	27		
28	Proceeds used to advance refund prior issues . . . . .	28		
29	Total (add lines 24 through 28) . . . . .	29	300	00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30	225,000	00

<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 . . . . . ► <u>          N/A          </u> years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded . . . . . ► <u>          N/A          </u> years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . . . ► <u>          N/A          </u>
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY) <u>          N/A          </u>

**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.			
				<b>JAMES M DELOACH - COUNTY JUDGE</b>
<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 ▶
	Firm's address ▶			



# SALES AGREEMENT

DATE \_\_\_\_\_

WARREN CAT, PO BOX 60662, MIDLAND, TX79711-0622 Phone: (432) 571-4200

PURCHASER	LAMB COUNTY 1			
STREET ADDRESS	100 6TH DR RM B09			<SAME>
CITY/STATE	LITTLEFIELD, TX	COUNTY	LAMB	
POSTAL CODE	79339-3366	PHONE NO.	806 385 4222	
CUSTOMER CONTACT:	EQUIPMENT	CORY DEBERRY		
	PRODUCT SUPPORT	CORY DEBERRY		
INDUSTRY CODE:	GOVT ROAD CONST & MAINT(207R)	PRINCIPAL WORK CODE		FOB AT: Amarillo

CUSTOMER NUMBER	9981400	Sales Tax Exemption # (if applicable)	GOVT	CUSTOMER PO NUMBER	
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input checked="" type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>
CASH WITH ORDER	\$225,000.00	BALANCE TO FINANCE	0.00	CONTRACT INTEREST RATE	0.00
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0
				OPTIONAL BUY-OUT	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE CATERPILLAR	MODEL: 140 SW	YEAR: 2022			
STOCK NUMBER C125393	SERIAL NUMBER N9400621				
140 13A MOTOR GRADER	515-2449	PRODUCT LINK, CELLULAR PLE641	519-3712	HEATER, ENGINE COOLANT, 120V	249-5516
MOLDBOARD, 14' PLUS	439-9110	FAN, REVERSING TANDEM	550-9200	PUSH PLATE, COUNTERWEIGHT	336-1559
RIPPER-SCARIFIER, REAR	515-4649	TIRES, 14.0R24 MX XGLA2 * G2 MP	252-0679	SHANKS/TEETH, RIPPER/SCARIFIER	4K-3330
COLD WEATHER, TANDEM	522-6393	COOLANT (-40C)	522-6654	ROLL ON-ROLL OFF	0P-2265
PRECLEANER, SY-KLONE	380-6775	FUEL ANTIFREEZE, -25C (-13F)	0P-3978	LANE 3 ORDER	0P-9003
LINK BAR, HYDRAULIC	559-2201	SERIALIZED TECHNICAL MEDIA KIT	421-8926		
DRAWBAR, TOP ADJUST	522-6756	DECALS, ENGLISH (US)	516-2552		
NO GRADE CONTROL TECHNOLOGY	566-5529	LOW BAR, HALOGEN, TANDEM	519-3700		
NO LOCK OUT, CAB	437-0690	LIGHTS, WORK PLUS, HALOGEN	522-6557		
BASE+2 (RIP, FL)	599-9891	LIGHTS, CAB ROOF, HALOGEN	501-4739		
NO ACCUMULATORS, NO ARO	515-2586	WARNING STROBE	518-3017		
STARTER, HEAVY DUTY	515-2231	CIRCLE SAVER	521-3250		
ROADING LIGHTS W/FOLD DOWN ARM	562-3742	CAMERA, REAR VISION	524-1768		
CAB, PLUS	522-6688	PREMIUM CORP RADIO (12V)	518-3026		
SEAT, CLOTH AIR SUSPENSION	518-3382	GUARD, TRANSMISSION	522-2419		
MIRRORS, HEATED EXTERNAL	524-3111	COVERS, UNDER CAB	522-2402		

YEAR	TRADE-IN EQUIPMENT	SERIAL NO	SELL PRICE	
2009	140M - CATERPILLAR (AA)	B9D01781	CSA	\$336,000.00 Included
2010	140M - CATERPILLAR (AA)	B9D02600	LESS GROSS TRADE ALLOWANCE	Included
			<b>NET BALANCE DUE</b>	<b>\$225,000.00</b>
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			<b>EXT WARRANTY</b>	Included
GROSS TRADE ALLOWANCE			<b>AFTER TAX BALANCE</b>	<b>\$225,000.00</b>
PAYOUT TO _____ AMOUNT OWING \$\$				
CUSTOMER TO PAYOUT <input type="checkbox"/>			WARREN CAT TO PAY OUT <input type="checkbox"/>	
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE				

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
<p>The customer acknowledges that he has received a copy of the Warren CAT/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Standard 12 Month Unlimited Hour Full Machine Coverage</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here.</p> <p>Warranty applicable:</p>	
GOVERNMENTAL 60 / 5000 PREMIER			

CSA: GOVT MG CVA, TT&M CSA

NOTES:

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

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

ORDER RECEIVED BY Cornell, Devin REPRESENTATIVE

WARREN CAT PURCHASER

APPROVED AND ACCEPTED ON LAMB COUNTY 1 PURCHASER

BY \_\_\_\_\_ SIGNATURE

TITLE

**PAYMENT AND SECURITY INTEREST:**

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

**WHERE AND WHOM TO MAKE PAYMENTS:**

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

**DEFINITION OF WARREN CAT AND SELLER:**

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

**DELIVERY AND INSPECTION OF EQUIPMENT:**

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

**RISK OF LOSS AND INSURANCE.**

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

**TRANSFER OF EQUIPMENT AND WARRANTY OF TITLE:**

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

**WARRANTY, CLAIMS, AND DAMAGES:**

The warranties on the Equipment shall be the manufacturer's warranties, if any, and only if in writing. There are no warranties from Seller. Purchaser shall look to the manufacturer for the description of the warranty and for any warranty claims. Purchaser acknowledges and agrees that the Equipment is of a size, design, and manufacture selected by Purchaser and is suitable for Purchaser's purposes and contains all safety features deemed necessary to Purchaser. No affirmation, representation, or warranty made by an employee or agent of Seller shall be enforceable unless it is specifically included in this Agreement. SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION, COVENANT, OR WARRANTY AS TO THE EQUIPMENT INCLUDING MERCHANTABILITY, QUALITY, CONDITION, DURABILITY, SUITABILITY, FITNESS FOR USE, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY WHATSOEVER. THE EQUIPMENT IS SOLD "AS IS, WHERE IS" AND SUBJECT TO ALL FAULTS. Seller shall not be liable to Purchaser, for any failure of the Equipment to operate, or for any delay, loss, or expense caused thereby or for any interruption of service or use of the Equipment while such Equipment is undergoing servicing or repair. Seller shall not be required to furnish replacement Equipment or to grant any credit because of such loss of use of the Equipment while undergoing repairs or because of inclement weather. NEITHER PARTY (NOR THE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF EITHER PARTY) IS LIABLE HEREUNDER TO THE OTHER IN ANY ACTION OR CLAIM FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, WHETHER THE ACTION IN WHICH RECOVERY OF THE DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE), GROSS NEGLIGENCE, INTENTIONAL OR WRONGFUL ACTS OR STRICT LIABILITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ANY STATUTORY REMEDIES INCONSISTENT WITH THESE TERMS ARE WAIVED BY THE PARTIES.

**TRADE-IN PROPERTY:**

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

**JURISDICTION AND VENUE:**

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

**ARBITRATION:**

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

**MISCELLANEOUS PROVISIONS:**

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

**INDEMNITY:**

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

**WAIVER OF CONSUMER RIGHTS:**

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

**OTHER PROVISIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



### DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ( "DGS" ), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software document (the "RSP Document" ) The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess?\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

LAMB COUNTY 1

Company

LAMB COUNTY 1

Company (Print)

CORY DEBERRY

Company Representative (Print)

Signature

Date

#### FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID