

PROCLAMATION
ELDER ABUSE AWARENESS MONTH JUNE 2026

WHEREAS, older adults and people with disabilities of diverse backgrounds contribute to the wellbeing of this county by working, caregiving, volunteering and actively preserving customs, rituals, and traditions; and

WHEREAS, as we age, we build momentum by accumulating knowledge, experience, insight, and wisdom that can be shared to enrich our community; and

WHEREAS, abuse of older adults and people with disabilities is a community concern, affecting thousands of people across Texas; and

WHEREAS, there were 125,382 reports of abuse of older adults and people with disabilities in Texas in 2025; and

WHEREAS, abuse against older adults and people with disabilities is grossly underreported because of social stigma, embarrassment, and fear; and

WHEREAS, adult abuse effects men and women of all income and ability levels, all cultural and ethnic backgrounds, in all communities; and

WHEREAS, elder abuse is everyone's business, it's important to strengthen our efforts to prevent, report and address elder abuse.

NOW, THEREFORE, we, the Commissioners of Montague County, Texas, do hereby proclaim the month of June 2026 to be **ELDER ABUSE AWARENESS MONTH IN MONTAGUE COUNTY** and urge all residents to work together to reduce abuse and neglect of older adults and people with disabilities.

WITNESS OUR SIGNATURES and SEAL OF OFFICE this _____ day of May, 2026.

Kevin L. Benton, County Judge

ATTEST:

Roy Darden, Commissioner Pct. #1

Kim Jones, County Clerk

Mike Mayfield, Commissioner Pct. #2

Mark Murphey, Commissioner Pct. #3

Bob Langford, Commissioner Pct. #4

MASTER LEASE AGREEMENT SCHEDULE TX Master Agreement DIR CPO 5420 Appendix F

LEASE COMMENCEMENT DATE _____ LEASE NUMBER _____ SCHEDULE NO. _____

This Master Lease Agreement Schedule is entered into pursuant to and incorporates the terms and conditions of that certain Master Lease Agreement dated as of _____, 20____ ("Agreement") by and between Kyocera Document Solutions America, Inc. ("Lessor") and Montague County Clerk ("Lessee").

LESSEE	Full Legal Name <u>Montague County Clerk</u> DBA Name (If Any) _____
	Billing Address <u>P.O. Box 7711339 Highway 59 North</u> Phone Number <u>(940) 894-2461</u>
	City <u>Montague</u> County <u>Montague</u> State <u>TX</u> Zip Code <u>76251</u>
	Send Invoice to Attention of <u>Kim Jones</u>

VENDOR	Vendor Name <u>Hudson Imaging Systems</u> Address <u>1007 Fifth Street</u>
	City <u>Wichita Falls</u> County <u>Wichita</u> State <u>TX</u> Zip Code <u>76301</u>
	Name of Sales Rep <u>Ron Storm</u> Phone Number <u>(940) 723-0591</u>

EQUIPMENT INFORMATION	Equipment Location (if not same as above) _____															
	City _____ County _____ State _____ Zip _____															
	<table border="1"> <thead> <tr> <th>Quantity</th> <th>Model Number</th> <th>Description (Attach Schedule If Necessary)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>See Schedule A</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Quantity	Model Number	Description (Attach Schedule If Necessary)			See Schedule A									
	Quantity	Model Number	Description (Attach Schedule If Necessary)													
			See Schedule A													

Number of Lease Payments	Lease Payment (PLUS)	Sales Tax (EQUALS)	Total Lease Payment
60	\$189.19 + \$0.00	=	\$189.19
	+	=	
	+	=	
	+	=	
	+	=	

Term of Lease in Months 60

Payment Frequency: Monthly Quarterly Semi-Annual Other _____

End of Lease Option: FMV 10% \$1 Other _____

End of Lease Purchase Option shall be FMV unless another option is selected.

Security Deposit (PLUS)	First Lease Payment (PLUS)	Other (EQUALS)	Total Payment Enclosed
\$0.00 + \$0.00	+ \$0.00	=	\$0.00

*Make check payable to Lessor

LESSEE SIGNATURE	YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT, AND IN ANY ATTACHMENTS TO THE SAME, ALL OF WHICH ARE INCORPORATED INTO AND BECOME PART OF THIS SCHEDULE. YOU ACKNOWLEDGE TO HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS AND UNDERSTAND THAT THIS IS A NON-CANCELABLE AGREEMENT FOR THE FULL TERM SHOWN ABOVE. YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.
	Signature X _____ (LEASE MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)
	Print Name _____
	Title _____ Date _____ Legal Name of Corporation or Partnership <u>Montague County Clerk</u>

ACCEPTED BY LESSOR	Signature X _____
	Title _____ Date _____
	Legal Name of Corporation or Partnership _____

ATTACHMENT / SCHEDULE A

EQUIPMENT / SYSTEM DESCRIPTION

Attachment/Schedule A forming part of Master Lease Agreement by and between De Lage Laden Financial Services, Inc ("Company") and Montague County Clerk ("Customer").

Reference Number (if applicable): _____

Equipment/System Description (where applicable, indicate new/used, quantity, make, model, year, serial number, and description):

- 1 New Kyocera MZ5001i Copier #
- 1 New DP 7160 Duals Scan Document Processor #
- 1 New DF-7140 Dual 500 Sheet Paper Drawers #
- 1 New DF-7120 1,000 Sheet Finisher #
- 1 New AK-7110 Attachment Kit for DF-7120 Finisher #
- 1 New PH-7A Two/Three Hole Punch Unit #
- 1 New Surge Protector-MX (15A)
- 1 New Fax System 14 #
- 1 New PinPoint Scan 3
- 1 New Professional Services
- 1 New TK-6357K Black Toner

Page 1 of 1

YOU AGREE THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE	Signature X _____
	Print Name _____
	Date _____
	For <u>Montague County Clerk</u>

COMPANY ACCEPTANCE	Signature X _____
	Print Name _____
	Date _____
	For <u>De Lage Laden Financial Services, Inc</u>

17ANC002_1



CUSTOMER ORDER



Date: 04/24/26

Order No. _____

Bill To:

Name: De Lage Landen Financial Services, Inc

Street Address: 1111 Old Eagle School Road

Bldg./Suite # _____

City: Wayne

State: Pennsylvania Zip Code: 19087

Phone: (940) 894-2461 Ext: _____

Phone: _____ Ext: _____

Fax: (940) 894-6601

Ship To:

Name: Montague County Clerk

Street Address: 11339 Highway 59 North

Bldg./Suite # P.O. Box 77

City: Montague

State: Texas Zip Code: 76251

Attn: Kim Jones

Attn: _____

E-mail: mcojones@windstream.net

Equipment Install: State of Texas Lease	Purchase Order: DIR CPO 5520	Terms: FMV Lease Months: 60 Months	Delivery Date: _____
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Product Number	Description / Serial Number	Quantity	Price	Total
855ST00550	Kyocera MZ5001i Copier #	1		
1203TC6USV	DP-7160 Dual Scan Doc Processor #	1		
1203V42USV	PF-7140 Dual 500 Sheet Drawers #	1		
1203RV2US0	DF-7120 1,000 Sheet Finisher #	1		
1203NK2US0	PH-7A Two/Three Hole Punch Unit #	1		
1703SZ0UN0	AK-7110 Attachment Kit for DF-7120 #	1		
855D200897	Surge Protector-MX (15A)	1		
1503WN2US0	Fax System 14	1		
PS	Professional Services	1		
1HZ0000950	PinPoint Scan 3	1		
1T0C2N0US0	TK-6357K Black Toner	1		
	SEE DIR CPO 5420 Lease Contract 60 Months			

Tax Exemption on File: <input type="checkbox"/>	Tax Exemption Attached: <input checked="" type="checkbox"/>	Tax	
		Total	

Customer Contact: _____

Customer Signature: _____

Comments: DIR CPO 5420 60 Month Lease Contract



P.O. Drawer 2190-76307
 1007 Fifth St.
 Wichita Falls, Texas 76301
 Local: (940) 723-0591 Toll Free: 800-346-9435

Agreement Beginning Date: _____

Agreement Renewal Date: _____

Tax Exempt No. _____

Customer P.O. No. _____

TOTAL CARE (TCA) WALK-UP FUNCTIONALITY MAINTENANCE AGREEMENT

New Agreement on New Equipment New Agreement on Non-new Equipment Agreement Renewal

BILLING ADDRESS	MACHINE LOCATION
NAME: <u>Montague County Clerk</u>	NAME: <u>Montague County Clerk</u>
ADDRESS: <u>P.O. Box 77</u>	STREET: <u>11339 Highway 59 North</u>
CITY: <u>Montague</u>	CITY: <u>Montague</u>
STATE: <u>Texas</u> ZIP: <u>76251</u>	STATE: <u>Texas</u> ZIP: <u>76251</u>
PHONE: <u>(940) 894-2461</u> FAX: <u>(940) 894-6601</u>	PHONE: <u>(940) 894-2461</u> FAX: <u>(940) 894-6601</u>
CONTACT: <u>Kim Jones</u>	CONTACT: <u>Kim Jones</u>
EMAIL: <u>mcojones@windstream.net</u>	EMAIL: <u>mcojones@windstream.net</u>

EQUIPMENT INFORMATION			
MFR./MODEL <u>MX5001i</u>	SERIAL NO. _____	BEGINNING PRINT/COPY METER READING	<u>B/W</u>
ATTACHMENT: <u>DP-7160</u>	SERIAL NO. _____	BEGINNING SCANNER METER READING	_____
<u>PF-7140</u>	SERIAL NO. _____	ENDING PRINT/COPY METER READING	_____
<u>DF-7110</u>	SERIAL NO. _____	ENDING SCANNER METER READING	_____
<u>AK-7110</u>	SERIAL NO. _____		
<u>PH-7A</u>	SERIAL NO. _____		
<u>Fax System 14</u>	SERIAL NO. _____		
	SERIAL NO. _____		

BILLING TYPE: (excl. tax) \$ _____ ANNUAL \$ _____ /QUARTER \$ _____ 40.00 MONTH

ALLOWANCE: B/W 24,000 meter clicks per year Copy Overages: \$ B/W .018 / copy meter click (excl tax)

Scan Overages: \$ _____ / scan meter click in excess of copy meter clicks

SPECIAL INSTRUCTIONS/COMMENTS:

TONER: TK-6357K

Includes all part, labor, service, preventive maintenance, toner, developer, and drum. Excludes toner waste bottle, paper, staples, IT Work, Computer Issues, & other supply items. Overages are billed Yearly at \$.018 per meter click. Customer is responsible for UPS Shipping Charge for Supplies.

I ACKNOWLEDGE RECEIPT OF AND HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF COVERAGE. FURTHERMORE, I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AS PRINTED ON THE REVERSE SIDE OF THIS DOCUMENT. I ALSO AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THIS AGREEMENT

ACCEPTED BY: _____

APPROVED BY HUDSON'S

TITLE: _____

OFFICER: _____

DATE: ____ / ____ / ____

TITLE: _____ DATE: ____ / ____ / ____

I HAVE BEEN OFFERED THIS SERVICE AGREEMENT, AND I HAVE CHOSEN NOT TO ACCEPT:

NON-ACCEPTANCE _____

TITLE: _____ DATE: ____ / ____ / ____

**WALK-UP COPIER FUNCTIONALITY
TOTAL CARE AGREEMENT (TCA)
TERMS AND CONDITIONS**

This agreement covers only the walk-up copying functionality of the base copier equipment. It does not include repairs related to additional Multi-function copier functions such as printing, faxing, scanning, or network/connectivity issues.

For maintaining the walk-up copying functionality of the base copier equipment, Hudson Imaging (Hudson's) agrees to perform maintenance in accordance with the following terms and conditions:

- 1) Hudson's will furnish all parts and labor for maintenance necessitated by normal usage of the walk-up copying functions of the serialized equipment during Hudson's normal service hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, exclusive of holidays.
- 2) Unless otherwise noted TCA agreements include travel, labor appropriate parts, toner, developer, PM kits and drums/imaging units in an amount consistent with the manufacturer's published yields and servicing intervals.
- 3) The term of this agreement will be for 1 (one) year. This agreement will automatically renew for each year thereafter at the then prevailing rates, or as otherwise stated, unless canceled by either party in writing at least 30 days prior to the expiration date.
- 4) This agreement does not cover:
 - a) Service necessitated by the malfunction of Non-Original Manufacturer's Equipment parts, supplies, attachments, or supplies not authorized by Hudson's.
 - b) Repairs or cleaning necessitated by the improper installation of toner, developer, or foreign agents.
 - c) Color calibration of color copiers.
 - d) Exterior hardware including: door, covers, hinges, operation panel, stands, wheels, casters, work tables, exit trays, document lids, document feeder covers, staplers, paper cassettes, sheet by-pass, instruction manuals, drivers, etc. which may become broken, lost, or damaged.
 - e) Exterior or add-on copy counting or monitoring devices (i.e. Hecon, Abaddon, Copyguard, etc.).
 - f) Major in-shop rebuilding for machines that have exceeded their manufacturer recommended life.
 - g) Replacement or repair of any external network devices, software, drivers, updates or cabling that was NOT part of the original installation of the copier/printer equipment.
- 5) Customer agrees to:
 - a) Provide suitable electrical service, a UL1449 or other Hudson's approved surge protection device installed in-line with the listed equipment, and maintain proper environmental conditions.
 - b) Pay for the special servicing that may be required to prepare the equipment for movement or to reinstall and adjust after a movement.
 - c) Provide Hudson's with meter readings as needed and to accept estimated meter readings based on service history for billing purposes. Pay an additional amount of .0035 cents per scan, when scans exceed agreement minimum or actual print usage.
 - d) Pre-order needed supplies. Allow 3-5 business days for order processing and delivery.
 - e) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or Hudson's technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.
- 6) Hudson's is not responsible for delays of service due to manufacturer's non-availability of parts or supplies necessary to complete such service as described in this agreement. Hudson's may use any parts appropriate for a safe and complete repair, including manufacturer's modifications.
- 7) This agreement is non-transferable, non-refundable, & becomes void upon sale or transfer of equipment. Hudson's may apply any unused portion of the maintenance charges toward future purchases with Hudson's.
- 8) Hudson's may withhold service or terminate this agreement if the Customer fails to comply with any of the terms and conditions of this agreement or acquires a past-due balance of more than 30 days from date of invoice for services rendered and / or products purchased.
- 9) This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, armed conflict, any other natural force or any loss or damage occurring from uncontrollable circumstances.
- 10) Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth specifically in writing herein have been made.
- 11) Your signature on the front side of this agreement or your initial payment will indicate your acceptance of these terms and conditions.

Signature _____ Name _____ Date ____/____/____



DATA ACCESS MEMORANDUM OF UNDERSTANDING (SHERIFF MOU)

This Memorandum of Understanding ("Sheriff MOU") confirms the Sheriff of Montague County (the "Sheriff")'s participation in the Texas Sheriffs' App program, the introduction of which is facilitated by the Sheriffs' Association of Texas ("SAT") in association with **Appriss Insights, LLC, an Equifax company** ("Insights"), and **OCV, LLC (TheSheriffApp.com)**.

WHEREAS, County Sheriffs are recognized by Texas Statute as the keepers of the county jail, and are responsible for the collection and retention of arrest and incarceration records, and, as custodians of such records, may have a duty to disclose publicly available arrest and incarceration data information under the Texas Public Information Act;

WHEREAS, SAT constitutes a Texas non-profit organization, organized for the exclusive purposes of education and charity, including the education of the public and law enforcement officers and training of officers, with its membership consisting of duly-elected or appointed and commissioned law enforcement officers, and others provided for in SAT's governing documents;

WHEREAS, Insights specializes in the provision of sophisticated data and risk management solutions; and

WHEREAS, OCV is the developer and provider of the Sheriffs' App, a comprehensive mobile platform designed for community engagement and public safety;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

I. Authorization to Use and Share Data

The Sheriff hereby acknowledges SAT, Insights, and OCV (collectively, "Program Associates") are each points of contact regarding this Sheriff MOU. Regarding County Jail arrest, booking and incarceration data (collectively "Incarceration Data"), the Sheriff grants the following specific rights to Insights and OCV:

A. Insights Data Rights:

The Sheriff grants Insights the right to collect and securely maintain County Jail Incarceration Data for the following purposes only:

1. **App Enablement:** To transfer Incarceration Data to OCV to power the Sheriffs' App. The Sheriffs' App is a mobile-based community engagement platform designed for Texas Sheriffs' Offices. The Application provides citizens with access to real-time publicly-available information, including current inmate listings (powered by Incarceration Data), agency news, push notifications for public safety alerts, and other custom resources tailored to the particular Sheriff's Office.
2. **Risk Solutions:** To support public safety and risk mitigation objectives, Insights may utilize Incarceration Data for its "Risk Solutions", subject to all applicable laws. The Parties agree that this authority allows Insights to utilize Incarceration Data for internal improvement of its Risk Solutions and for sharing with law enforcement partners. For all other

governmental and commercial applications, Insights will not provide any Incarceration Data except publicly available Incarceration Data in accordance with all applicable laws.

B. OCV Service Rights:

The Sheriff authorizes OCV to receive the County Jail's Incarceration Data from Insights solely for the purpose of operating, maintaining, and supporting the Sheriffs' App service for the County and its citizens. OCV shall not use the County Jail's Incarceration Data for any other purpose.

II. Service Provision and Cost

The Program Associates confirm that the Sheriffs' App service, powered by OCV and Insights' Incarceration Data collection, is being provided at NO COST to the County Sheriff's Offices that grant Insights access to Incarceration Data under the terms of this program, or verifies that no such Incarceration Data exists.

III. Term and Termination; Responsibility

This Sheriff MOU begins on the date of last signature and remains effective indefinitely, unless terminated. Either the Sheriff, or a Program Associate (SAT, OCV, or Insights) may terminate this Sheriff MOU by providing the other party and Program Associates with at least thirty (30) days' advance written notice. The Sheriff acknowledges that termination of this Sheriff MOU immediately revokes all data use rights granted herein and will result in the County Sheriff's Office no longer having access to the Sheriffs' App services provided under this agreement.

To the extent permitted by the Constitution and laws of the State of Texas, each Party shall be responsible for its own actions and those of its employees. No Party shall be liable to the others for any indirect or consequential damages. The Program Associates provide the Sheriffs' App on an 'As-Is' basis, and their combined liability to the Sheriff for any direct claims shall not exceed the value of the services provided.

The individuals signing below confirm they have the necessary legal authority to bind their respective entity to these terms.

Program Associate Authorized Representative: (Sheriffs' Association of Texas; OCV; or Insights)	Montague County Sheriff's Office
By (Signature):	By (Signature):
Name (Print):	Name (Print): Marshall W. Thomas
Title:	Title: Sheriff
Date:	Date:



Online Credit Application



-
- PLEASE USE BROWSERS: Chrome 42 and above, Firefox 34 and above, Microsoft Edge (requires Adobe Flash) & Safari 13 and above
 - The application will be available 45 minutes only.
 - All fields marked with * are mandatory.

Use the 'Quick Save' button at the bottom of the form to partially save your application and return later to submit.

Welcome commissioners@co.montague.tx.us
[\[Logout\]](#)

Business Information

Type of Business *	Other	P.O. Required *	No	
Legal Name *	Montague County	AP Contact First Name *	Jennifer	
Trade Name (if Applicable)		AP Contact Last Name *	Fenoglio	
Address *	11339 State HWY 59	AP Contact Phone Number *	(840) 894-2161	
City *	Montague	AP Contact Email *	j.fenoglio@co.montague.tx.us	
State *	TX	Mailing Address (if different than Physical Address)	P.O. Box 416	
Country *	USA	Mailing City	Montague	
Zip Code *	76251	Mailing State	TX	
Work Phone *	(840) 894-2556	Mailing Zip Code	76251	
Annual Revenue		Mailing Country	USA	
How Long at Current Address (in years)		Sales/Use Tax Status *	Tax Exempt	
		Tax Documentation (Note: Upload less than 10MB)	View	<input type="checkbox"/>
		US DOT Number		
		Federal Tax ID Number		
		Attachments: Financial Statements (Note: Upload less than 10MB)		<input type="checkbox"/>
				Add Delete
		Attachments: Additional Attachments (Note: Upload less than 10MB)		<input type="checkbox"/>
				Add Delete

Note Please attach a copy of your most recent 2 (two) financial statements and recent interims

Additional Information

Principals and Ownership:

Name*	N/A
Ownership Percentage*	0
Title*	N/A
Social Security #	
# of Years*	0

Top Revenue Sources (from highest to lowest):

Name
Contact Phone Number ③
Percentage of Total Revenue ③
Years in Service ③

Add Delete

Add Delete

Affiliated/Related Companies:

Name
Relationship to Business
Federal Tax ID Number ③

Add Delete

Type of Operation (required for Transportation Companies)

Commodity Carried ③

GVW/GCW ③

Miles Per Year ③

Avg Fleet Age ③

Peak Season ③

Additional

Number of Trailers in Fleet

Number of Heavy Duty Trucks in Fleet

Number of Medium Duty Trucks in Fleet

Number of Reefers in Fleet

③ ③



Online Credit Application



- PLEASE USE BROWSERS: Chrome 42 and above, Firefox 34 and above, Microsoft Edge (requires Adobe Flash) & Safari 13 and above
- The application will be available 45 minutes only.
- All fields marked with * are mandatory.

Use the 'Quick Save' button at the bottom of the form to partially save your application and return later to submit.

Welcome commissioners@co.montague.tx.us
[\[Logout\]](#)

Business Information **Request Information** 3. References 4. Terms & Conditions 5. Review & Submit

Request Information

Applying for Credit With* Dealership Carrier Transcold TRP Not Listed

Applying for Credit With* Rental Not Listed

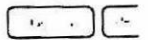
Branch Type* Dealership

Branch Location* MCKINNEY (124)

MHC Branch Contact (E-mail)* Britca.Clark@mhc.com

Credit Limit Requested* 25000

Type of Parts Purchase* For Use



Bank & Trade References

Trade Reference:

Company Name

City

State

Attention to

Phone Number

Email Address

Account Number

Bank Reference:

Bank Name

City

State

Contact Name

Phone Number

Email Address

Account Number

Type of Account

High Balance

Current Balance

Security (if Applicable)





Online Credit Application



- PLEASE USE BROWSERS: Chrome 42 and above, Firefox 34 and above, Microsoft Edge (requires Adobe Flash) & Safari 13 and above
- The application will be available 45 minutes only.
- All fields marked with * are mandatory.

Use the 'Quick Save' button at the bottom of the form to partially save your application and return later to submit.

Welcome commissioners@co.montague.tx.us
[\[Logout\]](#)

Business Information 2. Request Information 3. References **4. Terms and Conditions** 5. Review & Submit

Terms & Conditions

Terms

THIS CREDIT APPLICATION CONSISTS OF THE TERMS EXPRESSLY SET FORTH BELOW AND THE TERMS AND CONDITIONS SET FORTH AT <https://www.mhc.com/terms-and-conditions>. WHICH ARE FULLY INCORPORATED HEREIN BY THIS REFERENCE (collectively the "Terms and Conditions"). Execution of this Application below shall constitute each undersigned's agreement to the Terms and Conditions, as they may be updated from time-to-time. Each Applicant acknowledges that, upon request, Applicant may obtain a print-out of the online Terms and Conditions from the MHC Companies from whom Applicant is requesting credit prior to executing this Application.

BUSINESS CREDIT AGREEMENT

Each Applicant understands that they are applying for credit from one or more of the following MHC entities (collectively referred to as "MHC" or the "MHC Companies"): Arkansas Kenworth, LLC, Chillicothe Kenworth, LLC, Colorado Kenworth, LLC, Georgia Kenworth, LLC, Iowa Kenworth, LLC, Kansas Kenworth, LLC, MHC.Com Company, LLC, MHC Financial Services, LLC, MHC Refrigeration Services, LLC, MHC Truck Leasing, LLC, MHC Truck Source, LLC, MidAmerican Truck Maintenance, LLC, North Carolina Kenworth, LLC, Oklahoma Kenworth, LLC, Ozark Kenworth, LLC, Southland Truck Center, LLC, Southwest Sterling, LLC, Tennessee Kenworth, LLC, Texas Kenworth Company, LLC, Transportation Resources, LLC, MHC Hino, LLC, MHC Xos, LLC, and any other subsidiaries of Murphy-Hoffman Company, LLC. As used herein and the Terms and Conditions, the term "Applicant" shall collectively refer to an Applicant and a Joint Applicant and shall mean those persons jointly and severally.

This Application is furnished to MHC in connection with an application for financing business purchase(s). Applicant applies for credit with one or more of the MHC Companies in accordance with the representations and warranties set forth below and Terms and Conditions referenced above. In addition, Applicant represents and warrants that all information contained herein is a full, true and correct statement of Applicant's financial condition as of the date of this Application. If Applicant is required to provide financial statements, Applicant represents and warrants that all information contained therein is full, true and correct. Applicant agrees to notify the MHC Companies in writing at the address above of any materially unfavorable change in Applicant's financial condition or any of the foregoing information. Applicant authorizes the MHC Companies to make inquiry into, to request, and to receive any information concerning Applicant's character, general reputation, personal characteristics, mode of living, and all other information from creditors which the MHC Companies deem relevant for the granting and collection of the proposed borrowing.

Applicant understands that the decision to grant or deny credit is at the sole discretion of the appropriate corporate officers or authorized managers of the MHC Companies. Applicant further understands that no credit shall be granted hereunder unless and until approved by the appropriate corporate officers or authorized managers of the MHC Companies. Each of the MHC Companies that grants credit hereunder may enforce the Terms and Conditions.

Any individual signing this Application warrants that he/she is of legal age to execute binding contracts, and where signing on behalf of a business entity, is either an officer, director, partner, or in the case of a closely held corporation, shareholder of such Applicant with the authority to sign this Application on behalf of Applicant.

If Applicant is an entity, the individual(s) signing this Application on behalf of Applicant agrees to personally and individually guarantee the obligations owed by Applicant pursuant to the provisions of Section 8 of the Terms and Conditions.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

Signature

Business Applicant
Signature *

Save Signature Clear

Title* County Judge
Printed Name* Kevin Benton
Date* 05/26/2026
Primary Email Address*



Co-Applicant or
Partner Signature

Save Signature Clear

Title
Printed Name
Date
Primary Email Address





Kevin L. Benton
Montague County Judge
P.O. Box 475
Montague, Texas 76251

940-894-2401 Phone

940-894-3999 Fax

May 20, 2026

To Whom It May Concern:

This letter is in reference to the Commissioners Court approval for the purchase of automobiles and or equipment, and approval to lease or the lease purchase of vehicles/equipment for the entity listed above with American National Leasing Company. This letter is to suffice until the approved minutes are received from the County listed above.

Kevin L. Benton
Montague County Judge

ANLC
American National Leasing Company
 2732 Midwestern Pkwy.
 Wichita Falls, TX 76301
 (940) 397-2490

Equipment Lease Application

(PLEASE TYPE OR PRINT CLEARLY)

Fax completed application to: (940) 235-4190

(Please include current personal financial statement(s) and last two years tax returns or last two fiscal year-end financial statements with application)

LESSEE: (Complete legal name of entity. If a corporation, use EXACT registered corporate name.)

Company: MONTAGUE COUNTY		d/b/a:	
Billing Address: P.O. BOX 416			
City: MONTAGUE	County: MONTAGUE	State: TX	Zip: 76251
Telephone No: (940) 531-8905		Fax No: (940) 894-3999	
Contact Name: Kevin Benton		Title: County Judge	
Type of Business: MUNICIPALITY	Yrs. In Business:	yrs	Fed. Tax ID #: 75-6001078
Check One: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership			

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

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

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

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

COMPANY BANK REFERENCE: (Business Account ONLY)

CREDIT REFERENCE: Comparable lease or loan history

Bank Name:	Creditor:
Checking Account #:	Account #:
Phone: ()	Date Opened: / /
<input checked="" type="checkbox"/> Please attach first page of last 3 months statements	
	Contact:

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

VENDOR INFORMATION:

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

EQUIPMENT INFORMATION:

Total Amt. of Lease: Excluding \$150,641.06	Term: 48 Months	Buyout Option: \$1.00
Equipment Location: If different from above County:		
Equipment Description: Mfg./Make/Model 2024 CASE IH Tractor and Boom Mower		
<input checked="" type="checkbox"/> Sales Tax rate for location of equipment: Exempt		

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

 Applicant's Signature Title Date

American National Leasing Company

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 49352C

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

LESSEE: **MONTAGUE COUNTY**
P.O. BOX 416
MONTAGUE, TX. 76251
(940) 531-8905

VENDORS: **ASCO EQUIPMENT**
2900 HENRY S GRACE FWY
WICHITA FALLS, TX 76302
(940) 687-2726

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
F110A	CT02889M	2024 CASE IH F110A TRACTOR	1	\$180,476.06
	SA22-251103	ALAMO SAMURAI 22' BOOM		
	60RG-251104	ALAMO SAMURAI 60" MOWER		
		TRACTOR PPP PREMIER 48/2000 EXTENDED WARRANTY		
		TOTAL:		\$180,476.06
		LESS DOWN PAYMENT:		(\$30,000.00)
		UCC & ANLC Document Fees:		\$165.00
		TOTAL CAPITALIZED COST:		\$150,641.06

Lessee: Please Initial

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	4	Base Lease Payment:	\$43,006.57
No. of Lease Payments:	4	Sales Tax:	EXEMPT
For Business Use inside:	Montague County	Property Tax:	EXEMPT
		Total Payment:	\$43,006.57
		Lease End Date:	May 26, 2030

[END OF LEASE PURCHASE OPTION]

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

Lessee: Please Initial

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

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

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

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

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

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

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

Lessee: Please Initial

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

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

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

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

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

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

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

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

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

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

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

14.) **SPECIAL PROVISIONS: FISCAL FUNDING:** The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in

Lessee: Please Initial

accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made. To the extent permitted by law, Lessee may not terminate the Lease in order to purchase, rent or lease property performing functions similar to those performed by the Equipment, and agrees not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Lessee.

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

Lessee: Please Initial

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

Date of Acceptance: May 26, 2026

Lessor: American National Leasing Company

By: _____
Bob Elmore
Leasing President

Lessee(s): **Montague County**
P.O. Box 416
Montague, TX 76251
Federal Tax ID# 75-6001078

By: _____
Kevin Benton
County Judge

LESSEE'S ACCEPTANCE

TO VENDOR (ASCO EQUIPMENT) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.

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

Lessee(s): **Montague County**
P.O. Box 416
Montague, TX 76251
Federal Tax ID# 75-6001078

Date of Acceptance: May 26, 2026

By: _____
Kevin Benton
County Judge

Lessee: Please Initial

Exhibit A

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
5/26/2026	\$30,000.00
5/26/2027	\$43,006.57
5/26/2028	\$43,006.57
5/26/2029	\$43,006.57
5/26/2030	\$43,006.57

Lessee: Please Initial

Exhibit A

Purchase Option Price

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

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

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

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



**AMERICAN NATIONAL
LEASING COMPANY**

You need it. We lease it.

**ANLC Governmental Lease Purchase Quote
Montague County Pct. 2
May 12, 2026**

	4 yr with \$1 Buyout
<i>2024 CASE IH F110A Tractor with Boom Mower</i>	
Purchase from ASCO Equipment	\$180,476.06
+ ANLC Doc fee	\$165.00
- Down payment	-\$30,000.00
Total per unit	\$150,641.06
<i>Estimated Start Date 05/25/26</i>	
2027 Payment #1	\$43,006.57
2028 Payment #2	\$43,006.57
2029 Payment #3	\$43,006.57
2030 Payment #4	\$43,006.57
2031 Payment #5	
Annual Payment Total: 1 Skid Steer	\$43,006.57
Residual Purchase:	\$1.00
Bank qualified rate	5.53%

Note: Bank Qualified Rate subject to change. Rate is good for 30 days.

Montague County Tractor Mower 49352C

Compounding Period: Annual

Nominal Annual Rate: 5.530%

Cash Flow Data - Leases and Lease Payments

Event	Date	Amount	Number	Period	End Date
1 Lease	05/26/2026	150,641.06	1		
2 Lease Payment	05/26/2027	43,006.57	4	Annual	05/26/2030
3 Residual	05/26/2030	1.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

Date	Lease Payment	Residual	Interest	Principal	Balance
Lease 05/26/2026					150,641.06
2026 Totals	0.00	0.00	0.00	0.00	
1 05/26/2027	43,006.57		8,330.45	34,676.12	115,964.94
2027 Totals	43,006.57	0.00	8,330.45	34,676.12	
2 05/26/2028	43,006.57		6,412.86	36,593.71	79,371.23
2028 Totals	43,006.57	0.00	6,412.86	36,593.71	
3 05/26/2029	43,006.57		4,389.23	38,617.34	40,753.89
2029 Totals	43,006.57	0.00	4,389.23	38,617.34	
4 05/26/2030	43,006.57		2,253.69	40,752.88	1.01
Residual 05/26/2030		1.00	-0.01	1.01	0.00
2030 Totals	43,006.57	1.00	2,253.68	40,753.89	
Grand Totals	172,026.28	1.00	21,386.22	150,641.06	

Last interest amount decreased by 0.01 due to rounding.

Montague County Tractor Mower 49352C

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.530%	\$21,386.22	\$150,641.06	\$172,027.28

TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 49352C (the "Leases") between American National Leasing Company ("American National") and MONTAGUE COUNTY (the "Governmental Entity"). The Lease payments in the Agreement contain both a principal component (for repayment to American National for the principal amount it financed) and an interest component (as interest to American National for making the financing available). The interest component is priced at a tax exempt interest rate.

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

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

General Provisions

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

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

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

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

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

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

Signed as of this 26th day of May, 2026.

MONTAGUE COUNTY

By: _____

Kevin Benton-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.

Part I Reporting Authority

If Amended Return, check here

1 Issuer's name Montague County, Texas		2 Issuer's employer identification number (EIN) 75-6001078
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Bob Elmore		3b Telephone number of other person shown on 3a 940-397-2478
4 Number and street (or P.O. box if mail is not delivered to street address) 2732 MIDWESTERN PARKWAY	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code WICHITA FALLS, TX 76308		7 Date of issue 05/07/2026
8 Name of issue GOVERNMENT LEASE PURCHASE AGREEMENT		9 CUSIP number NONE
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) KEVIN BENTON-COUNTY JUDGE		10b Telephone number of officer or other employee shown on 10a 940-894-2565

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

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶ Equipment	18	\$150,641	06
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input type="checkbox"/>

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

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05/26/2030	\$ 150,641.06	\$ 150,641.06	3.58 years	5.53 %

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

22 Proceeds used for accrued interest	22	0	00
23 Issue price of entire issue (enter amount from line 21, column (b))	23	\$150,641	06
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	\$165	00
25 Proceeds used for credit enhancement	25	0	00
26 Proceeds allocated to reasonably required reserve or replacement fund	26	0	00
27 Proceeds used to currently refund prior issues	27	0	00
28 Proceeds used to advance refund prior issues	28	0	00
29 Total (add lines 24 through 28)	29	\$165	00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$150,476	06

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

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

For Paperwork Reduction Act Notice, see separate instructions.

Part VI Miscellaneous

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

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative _____	Date	Kevin Benton-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 ▶		
	Firm's address ▶	Phone no.		