



PURCHASER NAME AND ADDRESS (First Signer)			
NAME(First, Middle, Last) MONTAGUE COUNTY			
STREET or RR PO BOX 549			
CITY BOWIE	STATE TX	ZIP CODE 76230	COUNTY Montague
PHONE NUMBER	EMAIL ADDRESS		
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

DEALER NAME AND ADDRESS			
DEALER NAME YELLOWHOUSE MACHINERY CO.		Dealer Account No. : 177491	
STREET or RR 2800 CENTRAL FWY E (HWY 287)			
CITY WICHITA FALLS	STATE TX	ZIP CODE 76301	Phone Number 940-322-3337
Date Of Order: Jun 13, 2016			
Dealer Order No.: 9190037047		TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: 4 Use County		MARKET USE CODE: 48 Bridge Construction	
Add Purchaser to Mailing List (Check One or More)			
<input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.:	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
NO.:			

EXTENDED WARRANTY IS: <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Decline	LOCATION OF FIRST WORKING USE : Use State/Province TX	COUNTY CODE 337
(Initials) _____	Use County MONTAGUE	
Ultimate Uptime Package Purchase: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(Initials) _____	

QTY	W	F	D	I	E	U	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	X						2014 BOMAG BW211 Stock # 24632	555	901583531171	\$ 85,313 00
							- DECLINED :John Deere Preventative Maintenance :			
							- DECLINED :John Deere Extended Warranty :			
(1) TOTAL CASH PRICE										\$ 85,313 00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
COMMENTS:				
MACHINE WILL HAVE BOMAG EXTENDED WARRANTY. FOR THE COST OF \$1613.00. THIS COST IS INCLUDED IN THE PRICE.				
YELLOWHOUSE HGAC # 0074				
			(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
			(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
			(4) BALANCE	\$ 85,313 00
			(5) SUBTOTAL	\$ 85,313 00
			(6) RENTAL APPLIED	\$ 0 00
			(7) CASH WITH ORDER	\$ 0 00
			(8) BALANCE DUE	\$ 85,313 00

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 11) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.



Quote ID: 13537935


Customer Name: MONTAGUE COUNTY

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

TERMS & CONDITIONS VERIFICATION STATEMENT : Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Initials) _____ and understands its terms and conditions.

Purchaser (First Signer)	<input type="text" value="MONTAGUE COUNTY"/>	Signature		Date	<u>6-27-2016</u>
Purchaser (Second Signer)	<input type="text"/>	Signature	_____	Date	_____
Dealer Representative	<input type="text" value="YELLOWHOUSE MACHINERY CO."/>	Signature	_____	Date	_____
Salesperson	<input type="text" value="DRYSDALE, GEOFF"/>	Signature	_____	Date	_____

Delivery Acknowledgement			
Delivered On:	<input type="text"/>	_____	_____
Warranty Begins:	<input type="text"/>	Signature	Date

RESOLUTION # 16-200

A RESOLUTION REGARDING A FINANCING AGREEMENT FOR THE
PURPOSE OF PROCURING "PACKER."

WHEREAS, Montague County desires to enter into a certain Financing Agreement, by and between Government Capital Corporation and the Montague County, for the purpose of financing "Packer." Montague County desires to designate this Agreement as a "qualified tax exempt obligation" of Montague County for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. Montague County desires to designate the County Judge as an authorized signer of the Agreement.

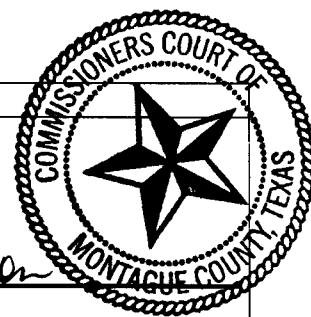
NOW THEREFORE, BE IT RESOLVED BY THE COURT OF MONTAGUE COUNTY:

Section 1. That the Montague County enters into a Financing Agreement with Government Capital Corporation for the purpose of procuring "Packer."

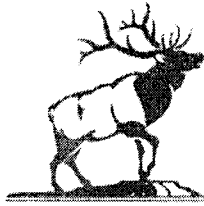
Section 2. That the Financing Agreement, by and between the Montague County and Government Capital Corporation is designated by Montague County as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That Montague County designates the County Judge as an authorized signer of the Financing Agreement, by and between Montague County and Government Capital Corporation.

This Resolution has been PASSED and APPROVED by Montague County Commissioner's Court in a meeting held on 27th day of June, 2016.



Montague County	Witness Signature
X <u>[Signature]</u> <u>6-27-2016</u> County Judge Signature	X <u>[Signature]</u> County Clerk Signature
Printed Name: <u>Rick Lewis</u> Title: County Judge	Printed Name: <u>Glenda Henson</u> Title: County Clerk



GOVERNMENT CAPITAL
CORPORATION

June 16, 2016

Ms. Jennifer Essary
Montague County
940-894-6090
mca123@windstream.net

Dear Mrs. Essary,

Thank you for the opportunity to present proposed financing for Montague County. I am submitting for your review the following proposed structure:

ISSUER:	Montague County, Texas
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT COST:	\$ 85,313.00
TERM:	3 Annual Payments
TRUE INTEREST COST:	3.935%
PAYMENT AMOUNT:	\$ 30,213.47
PAYMENTS BEGINNING:	February 2017, and annually thereafter

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

Additionally, Government Capital is registered with Texas Ethics Commission to be HB 1295 compliant. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Drew

Drew Whittington
Client Services

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.