

## AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SERVICE OF THE SERVI

# GreatAmerica INANCIAL SERVICES

CUSTOMER (LYOU, OR YOUR!)			
FULL LEGAL NAME: Navarro, County of DB	BA Planning and Development	ĺ	
ADDRESS. 601 North 13th St Ste 1	Corsicana, TX 75110-3015		
VENDOR (VENDOR IS NOT OUR AGENT AND IS N	NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER A	NYPROVISION	OF THIS AGREEMENT)
Office Systems 2000 Inc.	Hewitt, TX		
EQUIPMENT AND PAYMENT TERMS	and the second of the second o	Land roll of the land	
TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND			SEE ATTACHED SCHEDULE
Epson SureColor T5270 System			
		j	
EQUIPMENT LOCATION As Stated Above		1	('PLUS TAX)

ADVANCE PAYMENT':

TERM IN MONTHS: 36 MONTHLY PAYMENT AMOUNT . \$250

ADDITIONAL TERMS AND CONDITIONS AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for herein ("Equipment") and the amounts your venoor incurred on ore invoce to us to the Equipment to related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we destinate. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$25.00); or 2) the highest lawful charge, it less, if an advance payment is required, the emount of the later apprent of the later o exceeding one payment shall be applied to the last payment(s) during the term or any renewal term. HET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT

TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its trifial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you lowe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the icensor under any license agreement. You are solely responsible for protecting and removing any

the icensor under any license agreement. You are solely responsible for protecting and removing any confidential data/mages stored on the Equipment prior to its return for any reason. NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDENG, WE ASSIGNTO YOU ANY WARRANTIES GIVEN TO US. ASSIGNMENT. You may not self, assign or sublease the Equipment or this Agreement without our written consent. We may self or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the essignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else. LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by lowa law

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by lows law Any dispute will be adjudicated in a state of federal court located in Linn County, lows. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

the first transference and the second of the INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee, and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per arrum.

TAXES. We own the Equipment, You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be

payable over the term with a finance charge

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"),
this Agreement will renew month to month unless a) we receive written notice from you, at least 60

The Endower and the world make return the days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense if the returned Equipment is not immediately against the returned Equipment in the returned Equipment is not immediately against the returned Equipment in the returned Equipment is not immediately against the returned Equipment in the returned Equipment is not immediately against the return the re equipment, where excellent construction by us, at your expense it the featured equipment is not immediately available for use by enother without need of repeir, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES, If a payment becomes 10+ days past due, or if you otherwise breach the Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum, and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this

Agreement. You agree to pay us 1,5% interest per month on all past due amounts.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the

Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts psyable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chaltel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. Any change must be in writing signed by each

### OWNER PVE TUS TOOR ! CUSTOMER'S AUTHORIZED SIGNATURE THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

OWNER: GreatAmerica Financial Services Co	rporation	CUSTOMER (	As Stated	Above)/			
SIGNATURE:	DATE:	SIGNAT' RE	X ALG	wint	<u></u>	14-23	3-2020
PRINT NAME & TITLE:		PRINT NAME	& T.TLE H. N	DAUEM	port NA	VAIVOCO	Jule
*UNCONDITIONAL GUARANTY**	e e e e e e e e e e e e e e e e e e e	No. 1 Mary Market Common Party of the Common P	of there are	* 4 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -	14 14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Called States that Sand	with the same

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned elso wakes any notification if the Customer is in default and id

consents to any extensions or modifications granted to the	Customer. In the event of default, the undersigned will immediately	pay all sums due under	the terms of the Agreement without requiring	US
proceed against Customer or any other party or exercise an	ly rights in the Equipment, The undersigned, as to this guaranty, agree	es to the designated for	im and consents to personal jurisdiction, venue	e, ar
choice of law as stated in the Agreement, agrees to pay all	costs and expenses, including attorney fees, incurred by us related to	o this quarenty and the /	Agreement, waives a jury trial and transfer of ye	enu
and authorizes obtaining credit reports.		• •	, ,,,	
SIGNATURE: X	INDIVIDUAL:		DATE	

CERTIFICATE OF DELIVERY AND ACCEPTANCE The Customer hereby certifies the Engineent 19 has been received installed, and inspected and 2) is the operational and unconditionally accepted.

NAME AND THE STANLEY YOUNG, DIRECTOR PEZIA. 11-17-2020

004067-ZG01(RL)\_0510 11/10/20

#### NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("we", "us", "our") and Navarro, County of DBA Planning and Development ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1623406 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

### APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

	$\sim$ 1	.	
GOVERNMENTAL ENTITY'S	S AUTHORIZED SIGNATURE		
_(As Stated Above)	X Lla fourt		
	/ SIGNATURE	PRINT NAME & TITLE	DATE
OUR SIGNATURE			
GreatAmerica Financial Se	rvices Corporation	Company of the Compan	erigen <del>gan yang salami</del> kemban <del>gan dana salami gan dan</del> as
	SIGNATI IDE	DOINT MARKE 9 TITLE	DATE