

JUN 24 2022

Diana Moore

CLERK COURT

THROCKMORTON, TX

**NOTICE OF REGULAR MEETING OF THE
COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS**

Notice is hereby given that a regular meeting of the above named Commissioners Court will be held on Monday, the 27th day of June 2022 at 9:00 A.M., at 101 N. Minter , Throckmorton, Texas, at which time the following subjects will be discussed, to-wit:

1. Call meeting to order.
2. Read and approve minutes of previous meeting.
3. Hospital reports/approve hospital bills.
4. Discuss and take any action on selecting an A/C unit for the Community Closet.
5. Discuss and take any action on copier lease agreement with Hilliard Office Solutions.
6. Discuss and take any action on IT update from Goldsmith Solutions.
7. Citizen's Comments.
8. Elected officials report.
9. Approve and pay bills.
10. Adjourn.

Commissioners Court of Throckmorton County, Texas

Kayley Briles
Agenda Clerk

COMMISSIONER'S COURT

Regular Meeting

Throckmorton County Commissioners' Court met in Regular Session on Tuesday the 27th day of June, 2022, at 9:00 A.M., at 105 North Minter, Throckmorton, Texas, with the following members present:

Casey Wells, Commissioner Pct. 1 (Absent)

Kasey Hibbitts, Commissioner Pct. 2

Greg Brockman, Commissioner Pct. 3

Klay Mitchell, Commissioner Pct. 4

Trey Carrington, County Judge

Dianna Moore, County Clerk

Others present: Brenda Rankin, Caleb Hodges, Bobby Thompson, Tina Hantz, Sam Goldsmith, Don Lewis, and Doc Wigington.

1. Trey Carrington called meeting to order at 9:01 A.M. and welcomed guest. Commissioner Wells was absent.
2. Dianna Moore read the minutes from the previous meeting. Kasey Hibbitts made the motion with Klay Mitchell seconding to approve the minutes. Motion carried 4-0.
3. No action.
4. Klay Mitchell made the motion with Kasey Hibbitts seconding to purchase two portable A/C units from Handyman Supply at \$600.00 each for the Community Closet. Motion carried 4-0.
5. Greg Brockman made the motion with Trey Carrington seconding to sign the lease agreement with Hilliard. The agreement is attached. Motion carried 4-0.
6. No action.
7. Citizen's Comments: Tina Hantz invited the Commissioners to attend an Active Shooter's class that night June 27th at 6:30pm at the Youth Center that the EMS is holding.
8. Elected Officials Report: It was stated that Casey Wells spoke with the school and they are willing to pay \$20,000.00 towards the Fiber Optic that the County is considering having put in. Doc Wigington's report is attached.
9. Brenda Rankin presented the bills to the court. Kasey Hibbitts made the motion with Klay Mitchell seconding to approve and pay the bills. Motion carried 4-0.
10. Kasey Hibbitts made the motion and seconded by Trey Carrington to adjourn at 10:06 a.m. Motion carried 4-0.

Witnessed my hand AND approved this the 11th day of July, 2022.

Dianna Moore

ATTEST: County Clerk

[Handwritten Signature]

County Judge

SUMMARY OF PROPOSED COPIER CHANGES
with Hilliard Office Solutions

CURRENT LEASE

OFFICE	CURRENT	BRAND	TYPE	MODEL	PAGES PER MINUTE	COLOR	FAX	NOTES
Courthouse / County Judge	LEASE	Konica Minolta	Copier	C227	22	YES	YES	
Clerk's Office	LEASE	Konica Minolta	Copier	C227	22	YES	YES	
Clerk Public Use	LEASE	Konica Minolta	Copier	227	22	NO	NO	
Sheriff's Office / Dispatch	LEASE	Konica Minolta	Copier	C227	22	YES	YES	
Elections Office	OWN (with Maintenance Agreement)	Konica Minolta	Copier	4752	47	NO	YES	
Sheriff's Private Office	OWN	HP	Copier	M475dw	21	YES	NO	Down due to faulty parts (Purchased in 2012)

Equipment 357.02 <Based on 4 Leased Machines
 Maintenance 72.98 <Based on Estimated Number of Copies
CURRENT TOTAL \$430.00

PROPOSED LEASE

OFFICE	PROPOSED	BRAND	MODEL	PAGES PER MINUTE	COLOR?	FAX?	NOTES
Courthouse / County Judge	New Lease - 36 Months with replacement Off-Lease Copier	Konica Minolta	C258	25	YES	YES	
Clerk's Office	New Lease - 36 Months with replacement Off-Lease Copier	Konica Minolta	C258	25	YES	YES	
Clerk Public Use	Keep Existing Machine in Place LEASE (with Maintenance Agreement)	Konica Minolta	227	22	NO	NO	
Sheriff's Office / Dispatch	New Lease - 36 Months with replacement Off-Lease Copier	Konica Minolta	C258	25	YES	YES	
Elections Office	Repurpose current Clerk's Machine LEASE (with Maintenance Agreement)	Konica Minolta	C227	22	YES	YES	<Replacement Machine, Current Clerk's Office
Sheriff's Private Office	Repurpose current Election's Machine OWN (with Maintenance Agreement)	Konica Minolta	4752	42	NO	NO	<Replacement Machine, Current Elections Office (Black & White Printing Only, Scans in Color)
Equipment 422.00 <Based on 5 Leased Machines							
Maintenance 65.55 <Based on Pooled Prints							
PROPOSED TOTAL \$487.55							

INCLUDED
 B&W 3000 \$0.0135 per average
 Color 300 0.0835 per average

SUMMARY OF PROPOSED COPIER CHANGES
with Hilliard Office Solutions

NOT BEING ADDRESSED AT THIS TIME

OFFICE	PROPOSED	BRAND	MODEL	PAGES		COLOR?	FAX?	NOTES
				PER MINUTE				
Attorney	OWN	Brother	8910DW	42	NO	NO	Purchased 2015	
Courtroom	OWN	Brother	8910DW	42	NO	YES	Purchased 2015	
Clerklaser01	OWN	Xerox	Phaser 3250	30	NO		Repurposed from 2013	
Clerklaser02	OWN (with Maintenance Agreement)	HP	E50145	43	NO		Purchased 2020	
Clerklaser03	OWN	HP	M401dne	35	NO		Purchased 2015	
Treasurerlaser	OWN	HP	M401dne	35	NO		Purchased 2015	
Coludgelaser02	OWN	HP	M401dne	35	NO		Repurposed from Hilliard / No Charge	
Dispatchlaser	OWN	HP	M401dne	35	NO		Repurposed from Hilliard / No Charge	

Sales Order Agreement

Throckmorton, County OF
105 North Minter
Throckmorton, Texas 76483

Date 5/17/2022
Buyer
P.O. #
Sales Rep Don Lewis

Ship To

Throckmorton, County OF
105 North Minter
Throckmorton, Texas 76483

Bill To

Throckmorton, County OF
105 North Minter
Throckmorton, Texas 76483

Contact:
Phone/Fax: 940.849.3081

Billing Contact:
Phone/Fax:

Purchase Order: DLL 500-50366436
Account type: No PT Billed separate
Monthly Service: pool all copies
Included Color: Color Coverage

Approx. Delivery Date: end current dll 25491954
Lease Months: 36
Monthly Payment: Notes:

Quantity	Product #	Description	Unit Price	Total Price
		OFF LEASE Konica INSTOCK		36
3	A7R0017X001	bizhub C258 Color copiers	copier Lease	422.00
	Replacement location	Sherriff dept Court house Jp office Clerk out front		
3	inc	Doc Feeder Stand & Fax print Scan 140 image per Minute		
See Detailed features Attached With a breakdown of features, equipment, surge, etc. for the C258 Inc. Number of Trays, Fax, Surge with Display,				

Inventory movement notes

- a Clerk vault keeping current 227 Storage stand , fax id #6870 Release included
- b clerk2 to Elections c227 Storage stand , fax id #c6868 Release included
- c Elections to co Att Konica's 4750 move to Co Att ^{SHERRIFF} id # 7672
Brother brand from co Att keep Brother in storage
- d Sherriff dept current c227 ship back to DLL Leasing, remove from county assets
- e court house copier current c227 ship back to DLL Leasing, remove from county assets

Pooled service	B & W Copies Included	3000 B & W Overages	0.0135	
Shared among all copiers	Color Copies Included	300 Color Overages	0.0835	
Clerk c258	Sherriff dept	Court house Jp office/ tres	service	\$65.55
clerk vault 227	Elections	Co Att		
ALL copiers	surge with display.	open market		
		KMBS Professional Project Services	open market surge reuse	
	7640018094	Basic Network Service - BNS04	Delivery and Install	

Comments/Special Instructions

Delivery Time	Stairs/Count	Elevator	Connected	Delivery Type
---------------	--------------	----------	-----------	---------------

Delivery Instructions

Special Payment Terms & Due Dates

Delivery/Installation \$0.00
TOTAL AMOUNT
Less Payment (Check #) \$487.55
AMOUNT DUE

If paying by Credit Card there will be a 3.5% Convenience Fee added.

This Agreement is made subject to the terms and conditions of the Sales Terms and Conditions which are contained on our web site at www.hilliardos.com and the same is incorporated herein for all purposes.

Customer Acceptance

Print Name: Trey Carrington Title: County Judge Authorized Signature: [Signature] Date: 6-27-2022

Sales Order Agreement

Throckmorton, County OF
105 North Minter
Throckmorton, Texas 76483

Date 5/13/2022

Buyer
P.O. #
Sales Rep Don Lewis

Ship To

Throckmorton, County OF Court house Jp office
105 North Minter
Throckmorton, Texas 76483

Bill To

Throckmorton, County OF
105 North Minter
Throckmorton, Texas 76483

Contact: County Judge Trey Carrington
Phone/Fax: 940.849.3081

Billing Contact:
Phone/Fax:

Purchase Order: DLL 500-50366436
Account type: No RT Billed separate
Monthly Service Included Color
Color Overage

Approx. Delivery Date:
Lease Months:
Included B/W
B/W Overage

Monthly Payment:
Notes:

Quantity	Product #	Description	Unit Price	Total Price
1 of 3	A7R0017X001	bizhub C258 25ppm Color copier		see combined sale doc

Court house Jp office

- 1 inc Doc Feeder 100 sheet cap Dule scanners, Single pass 140 Images per Minute
- 1 7640018680 bizhub C258 DK-510 Enhanced Copy Desk
- 1 A883012 FK-514 Fax Kit
- 1 a surge with display open market surge
- 1 BLACK TONER (Yield:28k) MAGENTA TONER (Yield:28k)
- 1 YELLOW TONER (Yield:28k) CYAN TONER (Yield:28k)
- 1 7640019485 KMBS Professional Project Services open market surge
- 1 7640018094 Basic Network Service - BNS04 Delivery and Install
- 12x18 max paper size Standard 2 x 500 sheep paper trays Print 1,800 dpi (equivalent) x 600 dpi
- End current lease 25491954
- ship current copiers back to leasing co

Comments/Special Instructions

Delivery time Stairs/Count Elevator Connected Delivery type

Delivery Instructions

Special Payment Terms & Due Dates

If paying by Credit Card there will be a 3.5% Convenience Fee added:

This Agreement is made subject to the terms and conditions of the Sales Terms and Conditions which are contained on our web site at www.hilliardos.com and the same is incorporated herein for all purposes.

Customer Acceptance

Print Name	Title	Authorized Signature	Date
Trey Carrington	County Judge		6-27-2022

Subtotal
Sales Tax
Delivery/Installation \$0.00
TOTAL AMOUNT
Less Payment (Check # _____)
AMOUNT DUE

Sales Order Agreement

Throckmorton, County OF
105 North Minter
Throckmorton, Texas 76483

Date 5/13/2022
Buyer
P.O. #
Sales Rep Don Lewis

Ship To

Throckmorton, County OF Clerk out front
105 North Minter
Throckmorton, Texas 76483

Bill To

Throckmorton, County OF
105 North Minter
Throckmorton, Texas 76483

Contact: County Judge Trey Carrington
Phone/Fax: 940.849.3081

Billing Contact:
Phone/Fax:

Purchase Order: DLL 500-50366436
Account type: No. PT Billed separate
Monthly Service: Included Color
Color Overage

Approx. Delivery Date:
Lease Months:
Included B/W
B/W Overage

Monthly Payment:
Notes:

Quantity	Product #	Description	Unit Price	Total Price
1 of 3	A7R0017X001	.bizhub C258 Color copier		see combined sale doc

Clerk out front

- 1 inc Doc Feeder
- 1 inc Doc Feeder 100 sheet cap
- 1 A883012 FK-514 Fax Kit
- 1 a surge with display open market surge
- 1 BLACK TONER (Yield:28k) MAGENTA TONER (Yield:28k)
- 1 YELLOW TONER (Yield:28k) CYAN TONER (Yield:28k)
- 1 7640019485 KMBS Professional Project Services open market surge
- 1 7640018094 Basic Network Service - BNS04 Delivery and Install
- 12x18 max paper size Standard 2 x 500 sheep paper trays Print 1,800 dpi (equivalent) x 600 dpi
- End current lease 25491954
- Move Id #c6868 clerk2 to Elections release c227 Storage stand , fax

Comments/Special Instructions

Delivery Time: Stairs/Count Elevator Connected Delivery Type

Delivery Instructions


Special Payment Terms & Due Dates

Subtotal
Sales Tax
Delivery/Installation \$0.00
TOTAL AMOUNT
Less Payment (Check #)
AMOUNT DUE

If paying by Credit Card there will be a 3.5% Convenience Fee added.

This Agreement is made subject to the terms and conditions of the Sales Terms and Conditions which are contained on our web site at www.hilliardos.com and the same is incorporated herein for all purposes.

Customer Acceptance

Print Name Title Authorized Signature Date
Trey Carrington County Judge X  6-27-2022

Sales Order Agreement

Throckmorton, County OF
105 North Minter
Throckmorton, Texas 76483

Date 5/13/2022
Buyer
P.O. #
Sales Rep Don Lewis

Ship To
Throckmorton, County OF Sherriff dept
105 North Minter
Throckmorton, Texas 76483

Bill To
Throckmorton, County OF
105 North Minter
Throckmorton, Texas 76483

Contact: County Judge Trey Carrington
Phone/Fax: 940.849.3081

Billing Contact:
Phone/Fax:

Purchase Order: DLL 500-50366436
Account type: No PT Billed separate
Monthly Service Included: Color
Color Overage

Approx. Delivery Date:
Lease Months:
Included B/W
B/W Overage

Monthly Payment:
Notes:

Quantity	Product #	Description	Unit Price	Total Price
1 of 3	A7R0017X001	bizhub C258 Color copier	see combined sale doc	

Sherriff dept

- 1 inc Doc Feeder 100 sheet cap Dule scanners, Single pass 140 Images per Minute
- 1 7640018680 bizhub C258 DK-510 Enhanced Copy Desk
- 1 A883012 FK-514 Fax Kit
- 1 a surge with display open market surge
- 1 BLACK TONER (Yield:28k) MAGENTA TONER (Yield:28k)
- 1 YELLOW TONER (Yield:28k) CYAN TONER (Yield:28k)
- 1 7640019485 KMBS Professional Project Services open market surge
- 1 7640018094 Basic Network Service - BNS04 Delivery and Install
- 12x18 max paper size Standard 2 x 500 sheep paper trays Print 1,800 dpi (equivalent) x 600 dpi
- End current lease 25491954
- ship current copier back to leasing co

Comments/Special Instructions
Delivery Time Stars/Count Elevator Connected Delivery Type

Delivery Instructions

Special Payment Terms & Due Dates

Subtotal
Sales Tax
Delivery/Installation \$0.00
TOTAL AMOUNT
Less Payment (Check # _____)
AMOUNT DUE

If paying by Credit Card there will be a 3.5% Convenience Fee added:

This Agreement is made subject to the terms and conditions of the Sales Terms and Conditions which are contained on our web site at www.hilliardos.com and the same is incorporated herein for all purposes.

Customer Acceptance

Print Name Title Authorized Signature Date
Trey Carrington County Judge X *[Signature]* 6-27-2022

Abilene Tx. office
 Phone: (866) 976-2679; Fax: (432) 617-3043
 P.O. Box 52510, Midland, TX 79710
 Website: www.hilliardos.com

Company Name: _____	Equipment Location: <u>Throckmorton, County OF</u>
Bill To Contact Name: _____	Contact Name: <u>County Judge Trey Carrington</u>
Mailing Address: <u>105 North Minter</u>	Street Address: <u>105 North Minter</u>
City, State, Zip: <u>Throckmorton, Texas 76483 0</u>	City, State, Zip: <u>Throckmorton, Texas 76483</u>
Phone: <u>940.849.3081</u>	Phone: <u>940.849.3081</u>

BASE EQUIPMENT COVERED UNDER THIS AGREEMENT

Make/Model	Serial Number	ID Number	Location	Beginning Meter Black	Beginning Meter Color
c227 keeping		6870	Clerk <u>Elections</u>		
4050 i		7672	Co-ATT <u>Sheriff</u>		
227		6868	Elections <u>Clerk</u>		
c258			Clerk		
c258			Tres/ JP		
c258			Sheriff		

Contract Pricing

Total Monthly Base	\$65.55	Frequency of Invoice	Monthly	MA Type:
B & W Copies Included	3000	B & W Overages		0.013500
Color Copies Included	300	Color Overages		0.08350
Mileage Charges	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Other		pool copies

Contract pricing includes labor, parts, and supplies as provided herein, and excludes paper and staples.
 Each side of a letter or legal-sized sheet counts as one copy. Each side of an 11x17 sized sheet counts as two copies.

DIGITAL SUPPORT SERVICES

After the initial 30 days of equipment delivery, all software, phone and technical support not covered by your service agreement will incur charges of \$200.00 per hour. However, for an additional \$10.00 per month per machine added to your service agreement for the length of your contract(s), you can participate in Hilliard's digital Support Services (DSS) that cover the services listed below:

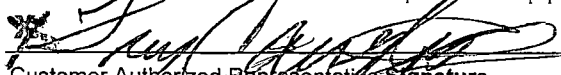
<ul style="list-style-type: none"> Loading print drivers on unlimited number of PCs Train users on the use of print drivers Configure the copier to scan Customize the control panel to include one touch email & fax programming Troubleshoot & resolve printing issues related to the device or drivers Install desktop faxing and basic network scanning software to unlimited computers Train customer's network admin on installing and configuring software ie: desktop faxing, network scanning and system utilities Configure software system utilities HOS phone support and remote desktop control of PCs 	<table border="1"> <tr> <td># of Copiers</td> <td>1</td> </tr> <tr> <td>@ \$10/month</td> <td>\$10.00</td> </tr> <tr> <td>DSS Monthly Payment</td> <td>Sam is IT</td> </tr> </table>	# of Copiers	1	@ \$10/month	\$10.00	DSS Monthly Payment	Sam is IT
# of Copiers	1						
@ \$10/month	\$10.00						
DSS Monthly Payment	Sam is IT						

*Accept *Cancellation is subject to terms and conditions of FSMA
 **Decline **Non-DSS Install is limited to three (3) workstations per Copier. Over 3 is subject to additional rates per workstation.

Meter Contact Name: _____	<u>Don Lewis</u>
Meter Contact Email: _____	Hilliard Account Manager
A/P Contact Name: _____	Invoices sent by: <input type="checkbox"/> Email <input checked="" type="checkbox"/> Mail
A/P Contact Email: _____	

This Agreement is made subject to the terms and conditions of the Full Service Maintenance Agreement (FSMA) which are contained on our website at www.hilliardos.com and the same is incorporated herein for all purposes.

Contract Renewal Date: _____


 Customer Authorized Representative Signature
Trey Carrington
 Customer Authorized Representative Printed Name
County Judge
 Customer Title
6-27-2022
 Date

Hilliard Office Solutions
 by: Brent D. Hilliard, Manager

Date _____

De Lage Landen Financial Services, Inc.

Lease Agreement

Send Email Invoice To:

LESSEE	Full Legal Name Throckmorton, Co. of		Tax ID No		Phone Number
	Billing Address City		State	Zip	Attention to:
	Equipment Location (if not same as above):		County	Purchase Order Requisition Number	
EQUIPMENT	Make KonicaMinolta	Model Number c258	Serial Number	Quantity 3	Description (Attach Separate Schedule A If Necessary)
	PAYMENT INFORMATION		Term of Lease in Months 36		
Number of Lease Payments 36		Lease Payment 422.00	Plus Applicable Taxes		Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
		Plus Applicable Taxes		End of Lease Option: <input type="checkbox"/> FMV <input type="checkbox"/> \$1 <input type="checkbox"/> Other	
		Plus Applicable Taxes		End of Lease Purchase Option shall be FMV unless another option is selected.	
Lease Payment <input type="checkbox"/> includes / <input checked="" type="checkbox"/> does NOT include maintenance/service/supplies [check one]				Security Deposit	(PLUS) First Period Payment
Sales tax Exempt <input type="checkbox"/> Please provide valid certificate				(PLUS) Other (EQUALS)	Total Payment Enclosed Plus Applicable Taxes
				-0-	+ + =

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest bearing. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

2. Term: This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

3. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

4. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

5. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

6. Risk of Loss and Insurance: You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. Taxes: You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the

Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; b) you breach any other obligation under the Lease or any other Lease with us; or c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and enforce the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

9. End of Lease, Return, Purchase Option, and Renewal: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all of the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required, you shall assist us in obtaining consent.

10. Miscellaneous: You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. This Lease contains the entire agreement of the parties. No amendment is binding unless mutually agreed to by both parties. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at dlgroup.com/privacy.

Initial Here

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED / NOT NEW		LESSOR	De Lage Landen Financial Services, Inc.	
	Signature <i>Trey Carrington</i>	Date 6-27-2022		Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 PHONE: (800) 735-3273 • FAX: (800) 776-2929	
	Title County Judge	Print Name Trey Carrington	Commencement Date	Lease Number	
	Legal Name of Corporation Throckmorton, Co. of		Accepted By:		
ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.				
	Signature <i>Trey Carrington</i>	Date 6-27-2022	Print Name Trey Carrington	Title County Judge	
GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to exclusive jurisdiction of any state or federal court in PA and waive trial by jury. GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. If more than one Guarantor signs this Guaranty, each shall be jointly and severally liable.				
	Signature	Name of Guarantor		Date	

080EDOC243v14