MOTOR VEHICLE LICENSE AGREEMENT
Fort Worth Motorcars LP DBA Hiley Hyundai West/Hiley Mazda of Fort Worth
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

Fort Worth Motorcars LP DBA Hiley Hyundai West/Hiley Mazda of Fort Worth

("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	Fort Worth Motorcars LP DBA Hiley Hyundai West/Hiley Mazda of Fort Worth 3535 W Loop 820 S Fort Worth, TX 76116

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: _____
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: _____
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
Fort Worth Motorcars LP
DBA Hiley Hyundai West/Hiley Mazda of Fort Worth

By: _____
Signature

Sheila Westfall
Printed Name

CFO
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Fort Worth Motorcars LP
DBA Hiley Hyundai West/Hiley Mazda of Fort Worth
3535 W Loop 820 S
Fort Worth, TX 76116

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-919342

Date Filed:
08/08/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fort Worth Motorcars LP dba Hiley Hyundai West/Hiley Mazda of Fort Worth
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

32
Transfer of title on New and Pre-Owned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Sheila Westfall, and my date of birth is 11/1/62.

My address is 2236 Ridgewood (street), Bedford (city), TX (state), 76021 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 8th day of August (month), 20 22 (year).

Sheila Westfall

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-919342

Date Filed:
08/08/2022

Date Acknowledged:
08/12/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fort Worth Motorcars LP dba Hiley Hyundai West/Hiley Mazda of Fort Worth
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

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32
Transfer of title on New and Pre-Owned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
Frank Kent Cadillac LLC DBA Frank Kent Cadillac of Arlington
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and
Frank Kent Cadillac LLC DBA Frank Kent Cadillac of Arlington
("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	Frank Kent Cadillac LLC DBA Frank Kent Cadillac of Arlington 4800 Bryant Irvin Ct Fort Worth, TX 76107

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
Frank Kent Cadillac LLC
DBA Frank Kent Cadillac of Arlington

By: Annett Pool
Signature

ANNETT POOL
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Frank Kent Cadillac LLC
DBA Frank Kent Cadillac of Arlington
4800 Bryant Irvin Ct
Fort Worth, TX 76107

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-918874

Date Filed:
08/05/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Frank Kent Cadillac LLC dba Frank Kent Cadillac of Arlington
Arlington, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

88
Transfer of title on New and Used vechicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is ANNETT POOL, and my date of birth is 5-30-72.

My address is 2113 Ridgecrest Dr. (street), Weatherford (city), TX (state), 76087 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 5 day of Aug (month), 2022 (year).

Annett Pool
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-918874

Date Filed:
08/05/2022

Date Acknowledged:
08/08/2022

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Frank Kent Cadillac LLC dba Frank Kent Cadillac of Arlington
Arlington, TX United States

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4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
Frank Kent Cadillac LLC
(DEALER)

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Frank Kent Cadillac LLC
("Dealer").

RECITALS:

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WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

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Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

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11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

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14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	Frank Kent Cadillac LLC 4800 Bryant Irvin Ct Fort Worth, TX 76107

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
Frank Kent Cadillac LLC

By: Annett Pool
Signature

ANNETT POOL
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Frank Kent Cadillac LLC
4800 Bryant Irvin Ct
Fort Worth, TX 76107

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-900509

Date Filed:
06/16/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Frank Kent Cadillac LLC
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23
Transfer of title on New and Pre-owned vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is ANNETT POOL, and my date of birth is 5-30-72.

My address is 2113 Ridgecrest Dr. (street), Weatherford (city), TX (state), 76087 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 16 day of June (month), 20 22 (year).

Annett Pool
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-900509

Date Filed:
06/16/2022

Date Acknowledged:
08/05/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Frank Kent Cadillac LLC
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23
Transfer of title on New and Pre-owned vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
Freeman Financial Investment Company LP DBA Freeman Toyota
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and
Freeman Financial Investment Company LP DBA Freeman Toyota
("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	Freeman Financial Investment Company LP DBA Freeman Toyota 204 NE Loop 820 Hurst, TX 76053

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
Freeman Financial Investment Company LP
DBA Freeman Toyota

By: Cindy Wylie
Signature

Cindy Wylie
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Freeman Financial Investment Company LP
DBA Freeman Toyota
204 NE Loop 820
Hurst, TX 76053

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-900316

Date Filed:
06/16/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

FREEMAN FINANCIAL INVESTMENT COMPANY LP DBA FREEMAN TOYOTA
HURST, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

42
Transfer of title on New and Pre-Owned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Cindy Wylie, and my date of birth is 01/06/1965.

My address is 204 NE Loop 820, Hurst, Tx, 76053, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 16 day of Jun (month), 2022 (year)

Cindy Wylie
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-900316

Date Filed:
06/16/2022

Date Acknowledged:
08/05/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

FREEMAN FINANCIAL INVESTMENT COMPANY LP DBA FREEMAN TOYOTA
HURST, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

42
Transfer of title on New and Pre-Owned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
GPI TX-A Inc DBA Audi Grapevine
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

GPI TX-A Inc DBA Audi Grapevine

("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	GPI TX-A Inc DBA Audi Grapevine 11550 LBJ Fwy Dallas, TX 75238

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
GPI TX-A Inc
DBA Audi Grapevine

By: _____
Signature

Tommy Owen
Printed Name

MCT Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

GPI TX-A Inc
DBA Audi Grapevine
11550 LBJ Fwy
Dallas, TX 75238

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-905753

Date Filed:
06/30/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GPI TX-A, INC., DBA AUDI GRAPEVINE
GRAPEVINE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

9
Transfer of Title on New and Preowned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Tammy Owen, and my date of birth is 7-12-70.

My address is 11550 LBJ Freeway (street), Dallas (city), TX (state), 75238 (zip code), Dallas (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of TX, on the 30 day of June (month), 2022 (year).

Tammy

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-905753

Date Filed:
06/30/2022

Date Acknowledged:
08/05/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GPI TX-A, INC., DBA AUDI GRAPEVINE
GRAPEVINE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

9
Transfer of Title on New and Preowned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
GPI TX-AII Inc DBA Audi Fort Worth
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and
GPI TX-AII Inc DBA Audi Fort Worth
("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	GPI TX-AII Inc DBA Audi Fort Worth 11550 LBJ Fwy Dallas, TX 75238

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
GPI TX-AII Inc
DBA Audi Fort Worth

By: _____
Signature

Tammy Owen
Printed Name

MRT Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

GPI TX-AII Inc
DBA Audi Fort Worth
11550 LBJ Fwy
Dallas, TX 75238

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-905764

Date Filed:
06/30/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GPI TX-All Inc DBA Audi Fort Worth
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

66
Transfer of title on New and Preowned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Tammy Owen, and my date of birth is 7-12-70.

My address is 11550 LBJ Freeway (street), Dallas (city), TX (state), 75238 (zip code), Dallas (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of TX, on the 30 day of June (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-905764

Date Filed:
06/30/2022

Date Acknowledged:
07/27/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GPI TX-All Inc DBA Audi Fort Worth
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

66
Transfer of title on New and Preowned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
GPI TX-SBIII Inc DBA BMW of Arlington
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

GPI TX-SBIII Inc DBA BMW of Arlington

("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	GPI TX-SBIII Inc DBA BMW of Arlington 11550 LBJ Fwy Dallas, TX 75238

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
GPI TX-SBIII Inc
DBA BMW of Arlington

By: _____
Signature

Tammy Owen
Printed Name

MKT Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

GPI TX-SBIII Inc
DBA BMW of Arlington
11550 LBJ Fwy
Dallas, TX 75238

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-905777

Date Filed:
06/30/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GPI TX-SBIII Inc DBA BMW of Arlington
ARLINGTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

7
Transfer of title on New and Preowned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Tammy Owen, and my date of birth is 7-12-70.

My address is 11550 LBJ Freeway (street), Dallas (city), TX (state), 75238 (zip code), Dallas (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of TX, on the 30 day of June (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-905777

Date Filed:
06/30/2022

Date Acknowledged:
08/05/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GPI TX-SBIII Inc DBA BMW of Arlington
ARLINGTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

7
Transfer of title on New and Preowned Vehicles

4

Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
GPI TX-SBIII Inc DBA Mini of Arlington
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

GPI TX-SBIII Inc DBA Mini of Arlington

("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	GPI TX-SBIII Inc DBA Mini of Arlington 11550 LBJ Fwy Dallas, TX 75238

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
GPI TX-SBIII Inc
DBA Mini of Arlington

By: _____
Signature

Tammy Owen
Printed Name

MKT Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

GPI TX-SBIII Inc
DBA Mini of Arlington
11550 LBJ Fwy
Dallas, TX 75238

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-905767

Date Filed:
06/30/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GPI TX-SBIII Inc DBA Mini of Arlington
Arlington, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19
Transfer of title on New and Preowned vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Tammy Owen, and my date of birth is 7-12-70.

My address is 11550 LBJ Freeway (street), Dallas (city), TX (state), 75238 (zip code), Dallas (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of TX, on the 30 day of June (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-905767

Date Filed:
06/30/2022

Date Acknowledged:
08/08/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GPI TX-SBIII Inc DBA Mini of Arlington
Arlington, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19
Transfer of title on New and Preowned vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
GPVN Motors LLC DBA Texas Nissan of Grapevine
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and
GPVN Motors LLC DBA Texas Nissan of Grapevine
("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	GPVN Motors LLC DBA Texas Nissan of Grapevine 701 E State Hwy 114 Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
GPVN Motors LLC
DBA Texas Nissan of Grapevine

By: Ashley Matthews
Signature

Ashley Matthews
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

GPVN Motors LLC
DBA Texas Nissan of Grapevine
701 E State Hwy 114
Grapevine, TX 76051

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-928884

Date Filed:
08/31/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GPVN Motors LLC DBA Texas Nissan of Grapevine
Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

48
Transfer of title on New and Pre-Owned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Ashley Matthews, and my date of birth is 12/20/1984.

My address is 2330 Bois D. Arc Ln. (street), Midlothian (city), TX (state), 76065 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 31 day of Aug (month), 20 22 (year)

Ashley Matthews
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-928884

Date Filed:
08/31/2022

Date Acknowledged:
09/01/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GPVN Motors LLC DBA Texas Nissan of Grapevine
Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

48
Transfer of title on New and Pre-Owned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
Grapevine Dealership Acquisition Ltd DBA Freeman Buick GMC
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and
Grapevine Dealership Acquisition Ltd DBA Freeman Buick GMC
("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	Grapevine Dealership Acquisition Ltd DBA Freeman Buick GMC 501 W State Hwy 114 Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
Grapevine Dealership Acquisition Ltd
DBA Freeman Buick GMC

By: Mark Folk
Signature

MARK FOLK
Printed Name

CONTROLLER
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Grapevine Dealership Acquisition Ltd
DBA Freeman Buick GMC
501 W State Hwy 114
Grapevine, TX 76051

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-897831

Date Filed:
06/10/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grapevine Dealership Acquisition LTD DBA Freeman Buick GMC
Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

75
Transfer of title on New and Pre-Owned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is MARK FOLK, and my date of birth is 04/25/1956.

My address is 501 WEST STATE HIGHWAY 114 (street), GRAPEVINE (city), TX (state), 76051 (zip code), TARRANT (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TARRANT County, State of TEXAS, on the 10 day of JUNE (month), 2022 (year).

Mark Folk

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-897831

Date Filed:
06/10/2022

Date Acknowledged:
08/05/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grapevine Dealership Acquisition LTD DBA Freeman Buick GMC
Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

75
Transfer of title on New and Pre-Owned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
Grapevine Imports LLC DBA Texas Toyota of Grapevine
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and
Grapevine Imports LLC DBA Texas Toyota of Grapevine
("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	Grapevine Imports LLC DBA Texas Toyota of Grapevine 701 E State Hwy 114 Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
Grapevine Imports LLC
DBA Texas Toyota of Grapevine

By: Ashley Matthews
Signature

Ashley Matthews
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Grapevine Imports LLC
DBA Texas Toyota of Grapevine
701 E State Hwy 114
Grapevine, TX 76051

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-928889

Date Filed:
08/31/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grapevine Imports LLC DBA Texas Toyota of Grapevine
Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

47
Transfer of title on New and Used Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Ashley Matthews, and my date of birth is 12/20/1984.

My address is 2330 Bois D Arc Ln. (street), Midlothian (city), TX (state), 76065 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 31 day of Aug (month), 2022 (year).

Ashley Matthews
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-928889

Date Filed:
08/31/2022

Date Acknowledged:
09/01/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grapevine Imports LLC DBA Texas Toyota of Grapevine
Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

47
Transfer of title on New and Used Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
Grubbs Automotive GRA LLC DBA Grubbs Acura
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and
Grubbs Automotive GRA LLC DBA Grubbs Acura
("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	Grubbs Automotive GRA LLC DBA Grubbs Acura 1600 E State Hwy 114 Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
Grubbs Automotive GRA LLC
DBA Grubbs Acura

By: Emily Perrine
Signature

Emily Perrine
Printed Name

VP of Accounting
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Grubbs Automotive GRA LLC
DBA Grubbs Acura
1600 E State Hwy 114
Grapevine, TX 76051

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-924406

Date Filed:
08/19/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grubbs Automotive GRA LLC DBA Grubbs Acura
GRAPEVINE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

89
Transfer of title on New and Used Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Emily Perrine, and my date of birth is 4/2/1988.

My address is 1600 E State Highway 114 (street), Grapevine (city), TX (state), 76051 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 19th day of August (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-924406

Date Filed:
08/19/2022

Date Acknowledged:
08/22/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grubbs Automotive GRA LLC DBA Grubbs Acura
GRAPEVINE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

89
Transfer of title on New and Used Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
Grubbs Automotive GRV LLC DBA Grubbs Volvo
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and
Grubbs Automotive GRV LLC DBA Grubbs Volvo
("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. . In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	Grubbs Automotive GRV LLC DBA Grubbs Volvo 1600 E State Hwy 114 Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
Grubbs Automotive GRV LLC
DBA Grubbs Volvo

By: Emily Perrin
Signature

Emily Perrin
Printed Name

VP of Accounting
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Grubbs Automotive GRV LLC
DBA Grubbs Volvo
1600 E State Hwy 114
Grapevine, TX 76051

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-924409

Date Filed:
08/19/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GRUBBS AUTOMOTIVE GRV LLC DBA GRUBBS VOLVO
GRAPEVINE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

74
Transfer of title on New and Used Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Emily Perrine, and my date of birth is 4/2/1988.

My address is 1600 E State Highway 114 (street), Grapevine (city), TX (state), 76051 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 19 day of August (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-924409

Date Filed:
08/19/2022

Date Acknowledged:
08/22/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GRUBBS AUTOMOTIVE GRV LLC DBA GRUBBS VOLVO
GRAPEVINE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

74
Transfer of title on New and Used Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
Grubbs Infiniti Ltd
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and
Grubbs Infiniti Ltd
("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	Grubbs Infiniti Ltd 1600 E State Hwy 114 Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
Grubbs Infiniti Ltd

By: Emily Perrine
Signature

Emily Perrine
Printed Name

VP of Accounting
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Grubbs Infiniti Ltd
1600 E State Hwy 114
Grapevine, TX 76051

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-924403

Date Filed:
08/19/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grubbs Infiniti Ltd
GRAPEVINE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

110
Transfer of title on New and Used Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Emily Perrine, and my date of birth is 4/2/1988.

My address is 1600 E State Highway 114 (street), Grapevine (city), TX (state), 76051 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 19th day of August (month), 2022 (year).

Emily Perrine

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-924403

Date Filed:
08/19/2022

Date Acknowledged:
08/22/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grubbs Infiniti Ltd
GRAPEVINE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

110
Transfer of title on New and Used Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
Grubbs Nissan LLC
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and
Grubbs Nissan LLC
("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	Grubbs Nissan LLC PO Box 845 Bedford, TX 76095

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
Grubbs Nissan LLC

By: _____
Signature

Bruce Wintenweder
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Grubbs Nissan LLC
310 Airport Fwy
Bedford, TX 76022

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-900690

Date Filed:
06/17/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grubbs Nissan LLC
Bedford, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

212
Transfer of title on New & Pre-Owned vehidles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Bruce Winkenweder, and my date of birth is 9-8-1962.

My address is 7112 Deviller Dr (street), NRH (city), TX (state), 76180 (zip code), Tarrant (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 17 day of June (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-900690

Date Filed:
06/17/2022

Date Acknowledged:
08/05/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grubbs Nissan LLC
Bedford, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

212
Transfer of title on New & Pre-Owned vehidles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
Hart and Vogt Inc DBA Vogt/Vogt Motorhome Center/Airstream of DFW
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

Hart and Vogt Inc DBA Vogt/Vogt Motorhome Center/Airstream of DFW

("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	Hart and Vogt Inc DBA Vogt/Vogt Motorhome Center/Airstream of DFW 5624 Airport Fwy Fort Worth, TX 76117

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
Hart and Vogt Inc
DBA Vogt/Vogt Motorhome Center/Airstream of DFW

By: _____
Signature

Aaron Vogt
Printed Name

President
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Hart and Vogt Inc
DBA Vogt/Vogt Motorhome Center/Airstream of DFW
5624 Airport Fwy
Fort Worth, TX 76117

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-918741

Date Filed:
08/04/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hart and Vogt Inc DBA Vogt/Vogt Motorhome Center/Airstream of DFW
Ft Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

84
Transfer of title on New and Used Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Aaron Vogt, and my date of birth is 2-7-78.

My address is 6609 Providence Rd (street) Colleyville (city), TX (state), 76034 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 4 day of Aug (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-918741

Date Filed:
08/04/2022

Date Acknowledged:
08/17/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hart and Vogt Inc DBA Vogt/Vogt Motorhome Center/Airstream of DFW
Ft Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

84
Transfer of title on New and Used Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
HFWBH Motors LLC DBA Honda of Fort Worth
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

HFWBH Motors LLC DBA Honda of Fort Worth
("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	HFWBH Motors LLC DBA Honda of Fort Worth 3400 W Loop 820 S Fort Worth, TX 76116

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
HFWBH Motors LLC
DBA Honda of Fort Worth

By: _____
Signature

Crystal Nerio
Printed Name

Office Manager
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

HFWBH Motors LLC
DBA Honda of Fort Worth
3400 W Loop 820 S
Fort Worth, TX 76116

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-896908

Date Filed:
06/08/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HFWBH Motors LLC DBA Honda of Fort Worth
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

34
transfer of title on new and preowned vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Crystal Nerio, and my date of birth is 6-25-1983.

My address is 2048 Carlisle Dr. (street), Crowley (city), TX (state), 76036 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 8 day of June (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-896908

Date Filed:
06/08/2022

Date Acknowledged:
08/05/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HFWBH Motors LLC DBA Honda of Fort Worth
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

34
transfer of title on new and preowned vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
Hiley Cars Fort Worth LP DBA Hiley Buick GMC/Hiley Subaru of Fort Worth
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

Hiley Cars Fort Worth LP DBA Hiley Buick GMC/Hiley Subaru of Fort Worth

("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	Hiley Cars Fort Worth LP DBA Hiley Buick GMC/Hiley Subaru of Fort Worth 3535 W Loop 820 S Fort Worth, TX 76116

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
Hiley Cars Fort Worth LP
DBA Hiley Buick GMC/Hiley Subaru of Fort Worth

By: _____
Signature

Sheila Westfall
Printed Name

CFO
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Hiley Cars Fort Worth LP
DBA Hiley Buick GMC/Hiley Subaru of Fort Worth
3535 W Loop 820 S
Fort Worth, TX 76116

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-919345

Date Filed:
08/08/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hiley Cars Fort Worth LP dba Hiley Buick GMC/Hiley Subaru of Fort Worth
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

30
Transfer of title on New and Pre-owned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Sheila Westfall, and my date of birth is 11/1/1962.

My address is 2236 Ridgewood (street), Bedford (city), TX (state), 76021 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 8th day of August (month), 20 22 (year).

Sheila Westfall
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-919345

Date Filed:
08/08/2022

Date Acknowledged:
08/12/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hiley Cars Fort Worth LP dba Hiley Buick GMC/Hiley Subaru of Fort Worth
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

30
Transfer of title on New and Pre-owned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
Hiley Cars Hurst LP DBA Hiley Mazda of Hurst
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

Hiley Cars Hurst LP DBA Hiley Mazda of Hurst

("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	Hiley Cars Hurst LP DBA Hiley Mazda of Hurst 3535 W Loop 820 S Fort Worth, TX 76116

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
Hiley Cars Hurst LP
DBA Hiley Mazda of Hurst

By: Sheila Westfall
Signature

Sheila Westfall
Printed Name

CFO
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Hiley Cars Hurst LP
DBA Hiley Mazda of Hurst
9000 West Fwy
Fort Worth, TX 76108

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-919335

Date Filed:
08/08/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hiley Cars Hurst LP, dba Hiley Mazda of Hurst
Hurst, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

140
Transfer of title on New and Pre-owned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Sheila Westfall, and my date of birth is 11/1/62.

My address is 2236 Ridgewood (street), Bedford (city), TX (state), 76021 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 8th day of August (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-919335

Date Filed:
08/08/2022

Date Acknowledged:
08/12/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hiley Cars Hurst LP, dba Hiley Mazda of Hurst
Hurst, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

140
Transfer of title on New and Pre-owned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
HLK Auto Group Inc DBA Meador Dodge Chrysler Jeep Ram
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

HLK Auto Group Inc DBA Meador Dodge Chrysler Jeep Ram
("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	HLK Auto Group Inc DBA Meador Dodge Chrysler Jeep Ram 9501 S Freeway Fort Worth, TX 76140

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
HLK Auto Group Inc
DBA Meador Dodge Chrysler Jeep Ram

By: Christine M Esquibel
Signature

Christine M Esquibel
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

HLK Auto Group Inc
DBA Meador Dodge Chrysler Jeep Ram
9501 S Freeway
Fort Worth, TX 76140

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-904394

Date Filed:
06/28/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HLK Auto Group Inc DBA Meador Dodge Chrysler Jeep Ram
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

312
Transfer of title on New and Pre-Owned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Brittany Merrell, and my date of birth is 9/3/92.

My address is 9501 S Fwy (street), Ft Worth (city), TX (state), 76140 (zip code), U.S. (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 28th day of June (month), 2022 (year).

B. Merrell

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-904394

Date Filed:
06/28/2022

Date Acknowledged:
08/05/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HLK Auto Group Inc DBA Meador Dodge Chrysler Jeep Ram
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

312
Transfer of title on New and Pre-Owned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
Luke Motor Company II LLC DBA Vandergriff Honda
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and
Luke Motor Company II LLC DBA Vandergriff Honda
("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	Luke Motor Company II LLC DBA Vandergriff Honda 1104 W I 20 Arlington, TX 76017

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
Luke Motor Company II LLC
DBA Vandergriff Honda

By: _____
Signature

Matthew J. Lehman
Printed Name

Controller
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Luke Motor Company II LLC
DBA Vandergriff Honda
1104 W I 20
Arlington, TX 76017

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-897784

Date Filed:
06/10/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Luke Motor Company II LLC DBA Vandergriff Honda
Arlington, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

28
Transfer of title on New and Pre-Owned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Berkshire Hathaway Automotive Inc.	Irving, TX United States	X	
Luke Motor Company	Irving, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Matthew J. Lehman, and my date of birth is 05/09/1977.

My address is 2409 Meadow Creek (street), Bedford (city), TX (state), 76021 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 10th day of June (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-897784

Date Filed:
06/10/2022

Date Acknowledged:
08/08/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Luke Motor Company II LLC DBA Vandergriff Honda
Arlington, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

28
Transfer of title on New and Pre-Owned Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Berkshire Hathaway Automotive Inc.	Irving, TX United States	X	
Luke Motor Company	Irving, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
Lynn Smith Chevrolet LLP DBA Lynn Smith Chevrolet
(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

Lynn Smith Chevrolet LLP DBA Lynn Smith Chevrolet

("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the 1ocation listed in Exhibit "A".

3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.

5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or $100,000, whichever is greater, but no more than $5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:	Wendy Burgess, Tarrant County Tax Assessor-Collector Administration Building 100 E Weatherford St Fort Worth, TX 76196
DEALER:	Lynn Smith Chevrolet LLP DBA Lynn Smith Chevrolet 925 N Burleson Blvd Burleson, TX 76028

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
B. Glen Whitley
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund
Criminal District Attorney's Office*
Name: Stephen Lund
Title: Assistant Criminal District Attorney

DEALER:
Lynn Smith Chevrolet LLP
DBA Lynn Smith Chevrolet

By: _____
Signature

LYNN SMITH
Printed Name

DEALER
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Lynn Smith Chevrolet LLP
DBA Lynn Smith Chevrolet
925 N Burleson Blvd
Burleson, TX 76028

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-921890

Date Filed:
08/12/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lynn Smith Chevrolet, LLP, dba Lynn Smith Chevrolet
Burleson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

193
Transfer of title on new and preowned motor vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Lisa Cox, and my date of birth is 06/03/1959.

My address is 1157 Sapphire Ln (street), Joshua (city), Tx (state), 76058 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County County, State of Texas, on the 12 day of August (month), 2022 (year).

Lisa Cox

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-921890

Date Filed:
08/12/2022

Date Acknowledged:
08/17/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lynn Smith Chevrolet, LLP, dba Lynn Smith Chevrolet
Burleson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

193
Transfer of title on new and preowned motor vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)