

MOTOR VEHICLE LICENSE AGREEMENT
AN County Line Ford Inc DBA AutoNation Ford Burleson
(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
AN County Line Ford Inc DBA AutoNation Ford Burleson
 (“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 depositions 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: AN County Line Ford Inc
DBA AutoNation Ford Burleson
5000 Bryant Irvin Rd
Fort Worth, TX 76132

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

DEALER:
AN County Line Ford Inc
DBA AutoNation Ford Burleson

By: James J. Murphy
Signature

James J Murphy
Printed Name

V.P. of Finance
Title

APPROVED AS TO FORM:

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

*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"

AN County Line Ford Inc
DBA AutoNation Ford Burleson
5000 Bryant Irvin Rd
Fort Worth, TX 76132

CONFIDENTIAL
PROPERTY OF THE
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 AN County Line Ford Inc DBA AutoNation Ford Burleson
 Burleson, TX United States

Certificate Number:
 2022-926971

Date Filed:
 08/26/2022

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

Date Acknowledged:

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.
 45
 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.

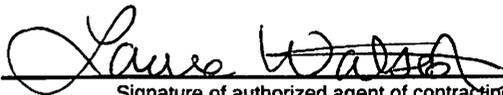
6 UNSWORN DECLARATION

My name is Laura Watson, and my date of birth is 2/12/75.

My address is 1288 Viento Oaks Ln, Fort Worth, TX, 76135, 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 Texas, on the 26 day of August, 2022.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

AN County Line Ford Inc DBA AutoNation Ford Burleson
 Burleson, TX United States

Certificate Number:
 2022-926971

Date Filed:
 08/26/2022

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

Date Acknowledged:
 09/02/2022

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.

45
 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.

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
Arlington Dealership Acquisition LP DBA Randy Hiley Volkswagen/
Randy Hiley Mazda-Volkswagen/Randy Hiley Volkswagen 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

Arlington Dealership Acquisition LP DBA Randy Hiley Volkswagen/
Randy Hiley Mazda-Volkswagen/Randy Hiley Volkswagen 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 alphanumeric 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 depositions 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: Arlington Dealership Acquisition LP
DBA Randy Hiley Volkswagen/Randy Hiley
Mazda-Volkswagen/Randy Hiley Volkswagen of Arlington
1400 Tech Centre Pkwy
Arlington, TX 76014

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

DEALER:
Arlington Dealership Acquisition LP
DBA Randy Hiley Volkswagen/Randy Hiley
Mazda-Volkswagen/Randy Hiley Volkswagen
of Arlington

By: RAN
Signature

Ryan A Wissner
Printed Name

Controller
Title

APPROVED AS TO FORM:

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

*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"

Arlington Dealership Acquisition LP
DBA Randy Hiley Volkswagen/Randy Hiley Mazda-Volkswagen/
Randy Hiley Volkswagen of Arlington
1400 Tech Centre Pkwy
Arlington, TX 76014

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Arlington Dealership Acquisition LP DBA Randy Hiley Volkswagen/Randy Hiley Mazda-
Arlington, TX United States

Certificate Number:
2022-897381

Date Filed:
06/09/2022

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

Date Acknowledged:

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.
113
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.

6 UNSWORN DECLARATION

My name is RYAN A WISSNER, and my date of birth is 10/24/1971.

My address is 1126 ETON DR, RICHARDSON, TX, 75080, 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 TEXAS, on the 9th day of JUNE, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

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

Arlington Dealership Acquisition LP DBA Randy Hiley Volkswagen/Randy Hiley Mazda-
Arlington, TX United States

Certificate Number:
2022-897381

Date Filed:
06/09/2022

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

Date Acknowledged:
08/08/2022

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.

113
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.

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
Artex Automotive Sales II LLC DBA Vandergriff 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
Artex Automotive Sales II LLC DBA Vandergriff Acura
 (“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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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.

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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).

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 depositions 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: Artex Automotive Sales II LLC
DBA Vandergriff Acura
1100 Interstate 20 W
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

DEALER:
Artex Automotive Sales II LLC
DBA Vandergriff Acura

By: Kathy Borak
Signature

Kathy Borak
Printed Name

Assistant Controller
Title

APPROVED AS TO FORM:

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

*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"

Artex Automotive Sales II LLC
DBA Vandergriff Acura
1100 Interstate 20 W
Arlington, TX 76017

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2022-924532

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.

ARTEX AUTOMOTIVE SALES II LLC DBA VANDERGRIF ACUR
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, 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.

58
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.

6 UNSWORN DECLARATION

My name is Kathy Borak, and my date of birth is 01/23/1965.

My address is 1660 Stowers Trail, Haslet, TX, 76052, 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 Texas, on the 19th day of August, 2022.
(month) (year)

Kathy Borak
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Certificate Number:
2022-924532

ARTEX AUTOMOTIVE SALES II LLC DBA VANDERGRIF ACUR
ARLINGTON, TX United States

Date Filed:
08/19/2022

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

Date Acknowledged:
08/22/2022

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.

58
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.

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
Asbury Arlington MB LLC DBA Park Place Motorcars 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
Asbury Arlington MB LLC DBA Park Place Motorcars 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 depositions 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: Asbury Arlington MB LLC
DBA Park Place Motorcars Arlington
350 Phelps Dr
Irving, TX 75038

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

DEALER:
Asbury Arlington MB LLC
DBA Park Place Motorcars Arlington

By: [Signature]
Signature

David Hult
Printed Name

CEO
Title

APPROVED AS TO FORM:

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

*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"

Asbury Arlington MB LLC
DBA Park Place Motorcars Arlington
350 Phelps Dr
Irving, TX 75038

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Asbury Arlington MB LLC DBA Park Place Motorcars Arlington
 Arlington, TX United States

Certificate Number:
 2022-918731

Date Filed:
 08/04/2022

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

Date Acknowledged:

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.

33
 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.

6 UNSWORN DECLARATION

My name is Jody Monroe, and my date of birth is April 29, 1971.

My address is 1547 V2 CR 2901, Eustace, Tx, 75124, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 4 day of August, 2022.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Asbury Arlington MB LLC DBA Park Place Motorcars Arlington
 Arlington, TX United States

Certificate Number:
 2022-918731

Date Filed:
 08/04/2022

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

Date Acknowledged:
 08/11/2022

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.

33
 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.

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
Asbury DFW JLR LLC DBA Jaguar Land Rover 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
Asbury DFW JLR LLC DBA Jaguar Land Rover 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 location listed in Exhibit “A”.
3. Dealer agrees to use all plate inventory in alphanumeric 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 depositions 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: Asbury DFW JLR LLC
DBA Jaguar Land Rover DFW
350 Phelps Dr
Irving, TX 75038

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

DEALER:
Asbury DFW JLR LLO
DBA Jaguar Land Rover DFW

By: [Signature]
Signature

David Hult
Printed Name

CEO
Title

APPROVED AS TO FORM:

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

*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"

Asbury DFW JLR LLC
DBA Jaguar Land Rover DFW
350 Phelps Dr
Irving, TX 75038

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2022-918728

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.

Asbury DFW JLR LLC DBA Jaguar Land Rover DFW
DFW Airport, 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.

64
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.

6 UNSWORN DECLARATION

My name is Jody Monroe, and my date of birth is April 29, 1971.

My address is 1547 W 2901 (street), Eustace (city), TX (state), 75124 (zip code), USA (country).

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

Executed in Dallas County, State of Texas, on the 4 day of August, 2022.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2022-918728

Date Filed:
08/04/2022

Date Acknowledged:
08/11/2022

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

Asbury DFW JLR LLC DBA Jaguar Land Rover DFW
DFW Airport, 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.

64
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.

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
Asbury Fort Worth MB LLC DBA Park Place Motorcars 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
Asbury Fort Worth MB LLC DBA Park Place Motorcars 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 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 depositions 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: Asbury Fort Worth MB LLC
DBA Park Place Motorcars Fort Worth
350 Phelps Dr
Irving, TX 75038

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

DEALER:
Asbury Fort Worth MB LLC
DBA Park Place Motorcars Fort Worth

By: [Signature]
Signature

David Hult
Printed Name

CEO
Title

APPROVED AS TO FORM:

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

*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"

Asbury Fort Worth MB LLC
DBA Park Place Motorcars Fort Worth
350 Phelps Dr
Irving, TX 75038

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
 2022-918722

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.

Asbury Fort Worth MB LLC DBA Park Place Motorcars 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, 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.

20
 Transfer to 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.

6 UNSWORN DECLARATION

My name is Jody Mouroe, and my date of birth is April 29, 1971.

My address is 1547 W2 CR 2401, Eustace, TX, 75124, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 4 day of August, 2022.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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**

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

Asbury Fort Worth MB LLC DBA Park Place Motorcars Fort Worth
Fort Worth, TX United States

Certificate Number:
2022-918722

Date Filed:
08/04/2022

Date Acknowledged:
08/11/2022

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.

20
Transfer to 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.

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
Asbury Ft Worth Ford LLC DBA David McDavid Ford Ft 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
Asbury Ft Worth Ford LLC DBA David McDavid Ford Ft 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 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 depositions 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: Asbury Ft Worth Ford LLC
DBA David McDavid Ford Ft Worth
300 W Loop 820 S
Fort Worth, TX 76108

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

DEALER:
Asbury Ft Worth Ford LLC
DBA David McDavid Ford Ft Worth

By: _____
Signature

Kathy Mejia
Printed Name

Controller
Title

APPROVED AS TO FORM:

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

*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"

Asbury Ft Worth Ford LLC
DBA David McDavid Ford Ft Worth
300 W Loop 820 S
Fort Worth, TX 76108

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Asbury Ft Worth Ford LLC DBA David McDavid Ford Ft Worth
Forth Worth, TX United States

Certificate Number:
2022-930180

Date Filed:
09/06/2022

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

Date Acknowledged:

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.

21

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.

6 UNSWORN DECLARATION

My name is Patsy Mejia, and my date of birth is 11/06/1991.

My address is 2000 Saker Dr (street), Crowley (city), TX (state), 76036 (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 6 day of SEP, 20 22 (month) (year)


Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Asbury Ft Worth Ford LLC DBA David McDavid Ford Ft Worth
 Forth Worth, TX United States

Certificate Number:
 2022-930180

Date Filed:
 09/06/2022

Date Acknowledged:
 09/07/2022

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.

21
 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.

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
Asbury Plano LEX LLC DBA Park Place Lexus 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
Asbury Plano LEX LLC DBA Park Place Lexus 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 depositions 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: Asbury Plano LEX LLC
DBA Park Place Lexus Grapevine
350 Phelps Dr
Irving, TX 75038

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

DEALER:
Asbury Plano LEX LLC
DBA Park Place Lexus Grapevine

By: [Signature]
Signature

David Hult
Printed Name

CEO
Title

APPROVED AS TO FORM:

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

*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"

Asbury Plano LEX LLC
DBA Park Place Lexus Grapevine
350 Phelps Dr
Irving, TX 75038

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2022-918717

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.

Asbury Plano LEX LLC DBA Park Place Lexus 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.

4
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.

6 UNSWORN DECLARATION

My name is Jeddy Monroe, and my date of birth is April 29, 1971.

My address is 1547 v2 ce 2901, Eustace, TX, 75124, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 4 day of August, 2022.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT
Autobahn Imports LP DBA Autobahn Motorcars/Land Rover 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
Autobahn Imports LP DBA Autobahn Motorcars/Land Rover 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 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 depositions 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: Autobahn Imports LP
DBA Autobahn Motorcars/Land Rover of Fort Worth
3000 White Settlement Rd
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

DEALER:
Autobahn Imports LP
DBA Autobahn Motorcars/Land Rover of Fort
Worth

By: [Signature]
Signature

Kerry Hammit
Printed Name

Controller
Title

APPROVED AS TO FORM:

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

*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"

Autobahn Imports LP
DBA Autobahn Motorcars/Land Rover of Fort Worth
3000 White Settlement Rd
Fort Worth, TX 76107

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2022-911699

Date Filed:
07/18/2022

Date Acknowledged:

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

Autobahn Imports LP DBA Autobahn Motorcars/Land Rover 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, 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.

2
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.

6 UNSWORN DECLARATION

My name is Kerry Mamint, and my date of birth is 09/05/1959.

My address is 2600 W 7th St #1325, Ft Worth, Tx, 76107, U.S.
(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 Texas, on the 18 day of July, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2022-911699

Date Filed:
07/18/2022

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.

Autobahn Imports LP DBA Autobahn Motorcars/Land Rover 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, 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.

2
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.

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
BFVT Motors LLC DBA Grapevine Ford Lincoln
(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

BFVT Motors LLC DBA Grapevine Ford Lincoln
("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 depositions 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: BFVT Motors LLC
DBA Grapevine Ford Lincoln
801 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

DEALER:
BFVT Motors LLC
DBA Grapevine Ford Lincoln

By: Jennifer L. James
Signature

Jennifer L. James
Printed Name

Controller
Title

APPROVED AS TO FORM:

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

*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"

BFVT Motors LLC
DBA Grapevine Ford Lincoln
801 E State Hwy 114
Grapevine, TX 76051

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
 2022-904921

Date Filed:
 06/29/2022

Date Acknowledged:
 08/11/2022

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

BFVT Motors LLC, Grapevine Ford Lincoln
 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.

40
 Transfer of titles 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.

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

Bruce Lowrie Chevrolet Inc

(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

Bruce Lowrie Chevrolet Inc

(“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 depositions 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: Bruce Lowrie Chevrolet Inc
711 SW Loop 820
Fort Worth, TX 76134

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

DEALER:
Bruce Lowrie Chevrolet Inc

By: Karen Peterson
Signature

Karen Peterson
Printed Name

Sec/Treasurer
Title

APPROVED AS TO FORM:

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

*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"

Bruce Lowrie Chevrolet Inc
711 SW Loop 820
Fort Worth, TX 76134

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2022-901506

Date Filed:
06/21/2022

Date Acknowledged:

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

Bruce Lowrie Chevrolet Inc.
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.

27
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.



6 UNSWORN DECLARATION

My name is Karen Peterson, and my date of birth is 3/6/62.

My address is 4615 Kelsey Lane, Arlington, TX, 76017, Tarrant
(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 Texas, on the 21st day of June, 2022.
(month) (year)

Karen Peterson Sec/Treasurer
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
 2022-901506

Date Filed:
 06/21/2022

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.

Bruce Lowrie Chevrolet Inc.
 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.

27
 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.

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
Budget Rent A Car System Inc, Avis Rent A Car System LLC, Avis Budget Car Rental 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

Budget Rent A Car System Inc, Avis Rent A Car System LLC, Avis Budget Car Rental 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 and supplies for motor vehicle 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 and to timely return all voided or faulty inventory to the Tax Assessor-Collector. 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 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.
5. 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, unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

6. Dealer agrees to notify County of any change in the ownership or location of its places of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 15 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.

7. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will receive supplies and/or issue registrations/process title transfers under 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 15 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

8. 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).

9. 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 7. 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 inventory 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.

10. 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 the date the Form 130-U ("Application for Texas Certificate of Title") is executed.

11. 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.

12. 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.

13. This Agreement includes all bonds and depositions 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.

14. 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 15. 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.

15. 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: Budget Rent A Car System Inc, Avis Rent A Car System LLC,
Avis Budget Car Rental LLC
PO Box 610388
DFW Airport, TX 75261

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

16. 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 15.

17. 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.

18. 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.

19. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, employment relationship or any other similar relationship between 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.

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

21. 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.

22. 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

DEALER:
Budget Rent A Car System Inc, Avis Rent A Car System
LLC, Avis Budget Car Rental LLC

By: Kenneth Anderson
Signature

Kenneth Anderson
Printed Name

Fleet manager
Title

APPROVED AS TO FORM:

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

*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"

Budget Rent A Car System Inc,
Avis Rent A Car System LLC,
Avis Budget Car Rental LLC
3937 S 26th Ave
DFW Airport, TX 75261

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
 2022-924369

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.

Budget Rent A Car System Inc, Avis Rent A Car System LLC, Avis Budget Car Rental LLC
 DFW , 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.

50
 Processing of registration and renewals

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.



6 UNSWORN DECLARATION

My name is Kenneth Anderson, and my date of birth is 9-22-1963

My address is 3937 S. 26th ave. DFW TX 75212
(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 Texas, on the 29 day of August, 2022
(month) (year)

Kenneth Anderson
 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
 2022-924369

Date Filed:
 08/19/2022

Date Acknowledged:
 08/30/2022

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

Budget Rent A Car System Inc, Avis Rent A Car System LLC, Avis Budget Car Rental LLC
 DFW , 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.

50
 Processing of registration and renewals

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.

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
Charlie Hillard Inc DBA AutoNation Ford 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
Charlie Hillard Inc DBA AutoNation Ford 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 location listed in Exhibit “A”.
3. Dealer agrees to use all plate inventory in alphanumeric 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 depositions 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: Charlie Hillard Inc
DBA AutoNation Ford Fort Worth
5000 Bryant Irvin Rd
Fort Worth, TX 76132

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

DEALER:
Charlie Hillard Inc
DBA AutoNation Ford Fort Worth

By: James J. Murphy
Signature

James J Murphy
Printed Name

V.P. of Finance
Title

APPROVED AS TO FORM:

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

*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"

Charlie Hillard Inc
DBA AutoNation Ford Fort Worth
5000 Bryant Irvin Rd
Fort Worth, TX 76132

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
 2022-926976

Date Filed:
 08/26/2022

Date Acknowledged:

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

Charlie Hillard Inc DBA Autonation Ford Fort Worth, DBA AutoNation Ford 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.

10
 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.

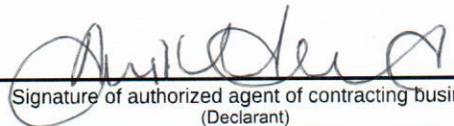
6 UNSWORN DECLARATION

My name is April Hood, and my date of birth is 4/29/85.

My address is 273 Kennedy Dr (street), Crowley (city), TX (state), 76036 (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 26 day of August, 2022.
 (month) (year)


 Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Charlie Hillard Inc DBA Autonation Ford Fort Worth, DBA AutoNation Ford Fort Worth
 Fort Worth, TX United States

Certificate Number:
 2022-926976

Date Filed:
 08/26/2022

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

Date Acknowledged:
 09/02/2022

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.

10
 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.

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

Classic Buick GMC 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 **Classic Buick GMC 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 location listed in Exhibit “A”.
3. Dealer agrees to use all plate inventory in alphanumeric 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 depositions 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: Classic Buick GMC Ltd
1400 I 20 E
Arlington, TX 76018

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.

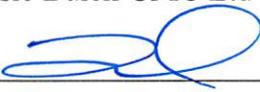
23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT
STATE OF TEXAS:

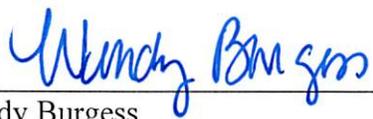
DEALER:
Classic Buick GMC Ltd

By: _____
B. Glen Whitley
County Judge

By:  _____
Signature

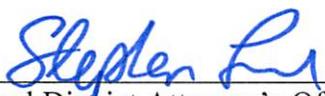
TAX ASSESSOR-COLLECTOR:

Teresa Baird
Printed Name

By:  _____
Wendy Burgess
Tarrant County

Comptroller
Title

APPROVED AS TO FORM:

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

*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"

Classic Buick GMC Ltd
1400 I 20 E
Arlington, TX 76018

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

CLASSIC BUICK GMC LTD
ARLINGTON, TX United States

Certificate Number:
2022-902466

Date Filed:
06/22/2022

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

Date Acknowledged:

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.

112
Transfer of title on New and Per-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.

6 UNSWORN DECLARATION

My name is Susan Aguirre, and my date of birth is 07-23-1965.

My address is 2709 Petersburg Dr (street), Arllington, TX (city), 76014 (state), Tarrant (zip code), Tarrant (country).

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

Executed in Tarrant County, State of TX, on the 22 day of June, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Certificate Number:
2022-902466

CLASSIC BUICK GMC LTD
 ARLINGTON, TX United States

Date Filed:
06/22/2022

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

Date Acknowledged:
08/05/2022

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.

112
 Transfer of title on New and Per-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.

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
Classic CDJR Arlington LLC DBA Classic CDJRF 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
Classic CDJR Arlington LLC DBA Classic CDJRF 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 alphanumeric 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 depositions 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: Classic CDJR Arlington LLC
DBA Classic CDJRF of Arlington
1400 I 20 E
Arlington, TX 76018

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

DEALER:
Classic CDJR Arlington LLC
DBA Classic CDJRF of Arlington

By: [Signature]
Signature

Teresca Baird
Printed Name

Comptroller
Title

APPROVED AS TO FORM:

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

*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"

Classic CDJR Arlington LLC
DBA Classic CDJRF of Arlington
1400 I 20 E
Arlington, TX 76018

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CLASSIC CDJR ARLINGTON LLC DBA CLASSIC CDJRF OF ARLINGTON
ARLINGTON, TX United States

Certificate Number:
2022-903119

Date Filed:
06/23/2022

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

Date Acknowledged:

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.

103
TRANSFER OF TITLE ON NEW AND PRE-OWNED VECHILES

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.

6 UNSWORN DECLARATION

My name is Susan Aguirre, and my date of birth is 07-23-1965

My address is 2709 Petersburg Dr. Arlington TX 76014 Tarrant
(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 23 day of June, 2022
(month) (year)



 Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 CLASSIC CDJR ARLINGTON LLC DBA CLASSIC CDJRF OF ARLINGTON
 ARLINGTON, TX United States

Certificate Number:
 2022-903119

Date Filed:
 06/23/2022

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

Date Acknowledged:
 08/05/2022

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.
 103
 TRANSFER OF TITLE ON NEW AND PRE-OWNED VECHILES

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.

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

Classic Chevrolet Inc

(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 **Classic Chevrolet Inc** (“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 depositions 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: Classic Chevrolet Inc
PO Box 1717
Grapevine, TX 76099

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

DEALER:
Classic Chevrolet Inc

By: [Signature]
Signature

MARK ESCAMILLA

Printed Name

CFO

Title

APPROVED AS TO FORM:

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

*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"

Classic Chevrolet Inc
1101 W State Hwy 114
Grapevine, TX 76051

Classic Chevrolet Inc
2501 William D Tate Ave Bldg D
Grapevine, TX 76051

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2022-904771

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.

Classic Chevrolet Inc
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.

95
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.

6 UNSWORN DECLARATION

My name is MARK ESCAMILLA, and my date of birth is 05-27-1958.

My address is 820 FOREST CT, BURLESON, TX, 76028, 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 YEXAS, on the 28 day of JUNE, 20 22.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Classic Chevrolet Inc
 Grapevine, TX United States

Certificate Number:
 2022-904771

Date Filed:
 06/28/2022

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

Date Acknowledged:
 08/05/2022

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.

95
 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.

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

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 the DFW International Airport Board (DFW Airport).

RECITALS:

WHEREAS, DFW International Airport Board is a special purpose governmental entity acting pursuant to Texas Transportation Code, Chapter 22, and other applicable law; and

WHEREAS, public convenience will be furthered by authorizing the DFW Airport to process motor vehicle registration renewals on its fleet of DFW Airport-owned, exempt vehicles at the location listed on the attached Exhibit “A”;

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 DFW Airport with access to WebSub for motor vehicle registration renewals and supplies for motor vehicle registration renewals. County shall supply DFW Airport with sticker paper, as needed for issuance. Under no circumstance will DFW Airport keep said supplies at any location other than the location to which said supplies are assigned, as listed in Exhibit “A”.
2. DFW Airport shall designate one management employee to be designated as the liaison (“Designated Liaison”) between DFW Airport and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will receive supplies and/or issue registrations under DFW Airport’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 under the DFW Airport’s deputation. The Designated Liaison will sign an oath of deputation on behalf of DFW Airport 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 the Tax Assessor-Collector.

DFW Airport agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 11 of this agreement; should DFW Airport fail to provide this notice, the County may revoke this agreement.

3. County agrees to not furnish any supplies for the account of the DFW Airport other than 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 2. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. DFW Airport assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. The Tax Assessor-Collector will notify DFW Airport in writing of any missing and unaccounted for supplies or cash shortages and DFW Airport shall pay for any missing or unaccounted for supplies unless DFW Airport rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector’s notice.

4. DFW Airport agrees that inspection fees for each registration renewal processed by DFW Airport are due and owing to the Tarrant County Tax Assessor-Collector. Fees for each registration renewal processed by DFW Airport will be according to the "State Portion" of the State Inspection Fee List.
5. DFW Airport shall submit Texas Department of Motor Vehicle WebSub generated reports and processed registration renewal notices to the Tax Assessor-Collector each week by Monday at close of business, along with its own payment by ACH, check or money order in the correct amount due for such transactions. Failure by DFW Airport to pay Tax Assessor-Collector within 7 days the sums owed for registrations shall be grounds for the suspension of this Agreement and the Tax Assessor-Collector shall not issue additional supplies until all sums owed are paid. DFW Airport agrees that it will hold all 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 fees and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.
6. DFW Airport will print and issue the corresponding vehicle registration sticker. DFW Airport agrees to use the inventory in numerical sequence and to return all void and faulty inventory and reports to the Tax Assessor-Collector in a timely fashion.
7. DFW Airport is subject to audit of inventory by the Tax Assessor-Collector at any time during normal business hours of the DFW Airport and at a mutually agreed upon location.
8. This Agreement includes all 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.
9. DFW Airport agrees to notify County of any change in the location of its places of business listed on the attached Exhibit "A" within 14 days of such change. Notice will be provided pursuant to Paragraph 11 of this Agreement. Any such change in location automatically terminates this Agreement with respect to that location and necessitates a new Agreement, as well as an audit of supplies and materials on hand.
10. 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 11. Within 7 days after the date of termination, DFW Airport shall return to County all outstanding inventory, supplies, together with payment of motor vehicle fees due and a final report as provided for in Paragraph 5.

11. 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

DFW AIRPORT: DFW International Airport Board
2930 E Airfield Dr
DFW Airport, TX 75261

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

12. 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 11.

13. 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.

14. 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.

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

16. This Agreement shall supersede all other agreements for services specified hereunder, whether oral or written, for any and the location listed on Exhibit "A".

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

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

COUNTY OF TARRANT
STATE OF TEXAS:

DFW INTERNATIONAL AIRPORT BOARD:

By: _____
B. Glen Whitley
County Judge

By:  _____
Signature

Jason Gerardo Rodriguez
Printed Name

TAX ASSESSOR-COLLECTOR:

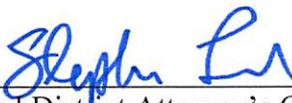


Wendy Burgess
Tarrant County

Store Manager

Title

APPROVED AS TO FORM:

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

*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"

DFW International Airport Board
2930 E Airfield Dr
DFW Airport, TX 75261

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
DFW International Airport Board
DFW Airport, TX United States

Certificate Number:
2022-910665

Date Filed:
07/14/2022

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

Date Acknowledged:

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.
300
Motor Vehicle Registration Renewals

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.

6 UNSWORN DECLARATION

My name is Jason Gerardo Rodriguez, and my date of birth is May 8th 1991.

My address is 9256 Flying Eagle Lane, Fort Worth, TX, 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 15th day of July, 2022.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 DFW International Airport Board
 DFW Airport, TX United States

Certificate Number:
 2022-910665

Date Filed:
 07/14/2022

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

Date Acknowledged:
 08/05/2022

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.
 300
 Motor Vehicle Registration Renewals

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.

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

Don Davis Auto Group Inc DBA Don Davis Dodge Chrysler Jeep Ram, Don Davis Ford Inc, Don Davis Nissan Inc
(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

Don Davis Auto Group Inc DBA Don Davis Dodge Chrysler Jeep Ram, Don Davis Ford Inc, Don Davis Nissan Inc
(“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 alphanumeric 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 depositions 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: Don Davis Auto Group Inc DBA Don Davis Dodge Chrysler Jeep
Ram, Don Davis Ford Inc, Don Davis Nissan Inc
PO Box 1587
Arlington, TX 76004

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

DEALER:

Don Davis Auto Group Inc DBA Don Davis
Dodge Chrysler Jeep Ram, Don Davis Ford Inc,
Don Davis Nissan Inc

By: Jim Brown
Signature

Jim Brown
Printed Name

CFO
Title

APPROVED AS TO FORM:

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

*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"

Don Davis Auto Group Inc DBA Don Davis Dodge Chrysler Jeep Ram
Don Davis Ford Inc
Don Davis Nissan Inc
2350 E Road to Six Flags St
Arlington, TX 76011

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Don Davis Auto Group Inc, Don Davis Ford Inc, Don Davis Nissan Inc DBA Don Davis Dodge
 Arlington, TX United States

Certificate Number:
 2022-918322

Date Filed:
 08/04/2022

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

Date Acknowledged:
 08/11/2022

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.

1
 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.

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
EAN Holdings LLC DBA Enterprise Car Sales
(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
EAN Holdings LLC DBA Enterprise Car Sales
 (“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 depositions 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: EAN Holdings LLC
DBA Enterprise Car Sales
4201 N State Hwy 161
Irving, TX 75038

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:

DEALER:
EAN Holdings LLC
DBA Enterprise Car Sales

By: _____
B. Glen Whitley
County Judge

By: Charles Sanders
Signature

TAX ASSESSOR-COLLECTOR:

Charolette Sanders
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

Title Manager
Title

APPROVED AS TO FORM:

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

*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"

EAN Holdings LLC
DBA Enterprise Car Sales
4201 N State Hwy 161
Irving, TX 75038

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

EAN Holdings LLC dba Enterprise Car Sales
Irving, TX United States

Certificate Number:
2022-903428

Date Filed:
06/24/2022

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

Date Acknowledged:
08/05/2022

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.

16
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.

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
Five Star Ford of Texas Ltd DBA Five Star Ford
(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
Five Star Ford of Texas Ltd DBA Five Star Ford
 (“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 depositions 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: Five Star Ford of Texas Ltd
DBA Five Star Ford
6618 NE Loop 820
North Richland Hills, TX 76180

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:

DEALER:
Five Star Ford of Texas Ltd
DBA Five Star Ford

By: _____
B. Glen Whitley
County Judge

By: Shelley Hacker
Signature

TAX ASSESSOR-COLLECTOR:

Shelley Hacker
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

Controller
Title

APPROVED AS TO FORM:

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

*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"

Five Star Ford of Texas Ltd
DBA Five Star Ford
6618 NE Loop 820
North Richland Hills, TX 76180

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2022-898370

Date Filed:
06/13/2022

Date Acknowledged:

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

Five Star Ford of Texas LTD DBA Five Star Ford
North Richland Hills, 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.

123

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.

6 UNSWORN DECLARATION

My name is Shelley Hacker, and my date of birth is 05/09/1972.

My address is 604 Sportsman Park Rd, Azle, TX, 76020 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 Texas, on the 13 day of June, 2022
(month) (year)

Shelley Hacker
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Five Star Ford of Texas LTD DBA Five Star Ford
 North Richland Hills, TX United States

Certificate Number:
 2022-898370

Date Filed:
 06/13/2022

Date Acknowledged:
 08/05/2022

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.
 123
 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.

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

Fort Worth Brothers Automotive LLC DBA Alfa Romeo Fiat of Fort Worth/Fiat Alfa Romeo 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 Brothers Automotive LLC DBA Alfa Romeo Fiat of Fort Worth/Fiat Alfa Romeo 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 location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumeric 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 depositions 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 Brothers Automotive LLC
DBA Alfa Romeo Fiat of Fort Worth/Fiat Alfa Romeo of Fort Worth
400 W Loop 820 S
Fort Worth, TX 76108

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

DEALER:
Fort Worth Brothers Automotive LLC
DBA Alfa Romeo Fiat of Fort Worth/Fiat Alfa
Romeo of Fort Worth

By: _____
Signature

Paul Garner
Printed Name

Operations Director
Title

APPROVED AS TO FORM:

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

*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.

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Not a copy

EXHIBIT "A"

Fort Worth Brothers Automotive LLC
DBA Alfa Romeo Fiat of Fort Worth/Fiat Alfa Romeo of Fort Worth
400 W Loop 820 S
Fort Worth, TX 76108

10/1/1988
10/1/1988
10/1/1988

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Fort Worth Brothers Automotive LLC DBA Alfa Romeo Fiat of Fort Worth, DBA Fiat Alfa Romeo
Fort Worth, TX United States

Certificate Number:
2022-906205

Date Filed:
07/01/2022

Date Acknowledged:

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.

36
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.

6 UNSWORN DECLARATION

My name is Paul Gurner, and my date of birth is 9-23-78.

My address is 1424 Amazon Dr, Justin, Tx, 76247, Dallas
(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 Texas, on the 1st day of July, 2022
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Fort Worth Brothers Automotive LLC DBA Alfa Romeo Fiat of Fort Worth, DBA Fiat Alfa Romeo
 Fort Worth, TX United States

Certificate Number:
 2022-906205

Date Filed:
 07/01/2022

Date Acknowledged:
 08/12/2022

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.

36
 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.

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
Fort Worth Motors LLC (known in Texas as DAG Fort Worth Motors LLC)
DBA Toyota 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 Motors LLC (known in Texas as DAG Fort Worth Motors LLC)
DBA Toyota 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 location listed in Exhibit “A”.
3. Dealer agrees to use all plate inventory in alphanumeric 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 depositions 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 Motors LLC (known in Texas
as DAG Fort Worth Motors LLC)
DBA Toyota of Fort Worth
9001 Camp Bowie W Blvd
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

DEALER:
Fort Worth Motors LLC (known in Texas
as DAG Fort Worth Motors LLC)
DBA Toyota of Fort Worth

By: [Signature]
Signature

Chris Doherty
Printed Name

Manager
Title

APPROVED AS TO FORM:

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

*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 Motors LLC (known in Texas
as DAG Fort Worth Motors LLC)
DBA Toyota of Fort Worth
9001 Camp Bowie W Blvd
Fort Worth, TX 76116

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
 2022-896201

Date Filed:
 06/07/2022

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 Motors LLC (known in Texas as DAG Fort Worth Motors LLC) DBA Toyota of 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.

128
 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.

6 UNSWORN DECLARATION

My name is Frances Perry, and my date of birth is 08/26/1978.

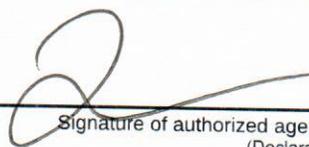
My address is 9001 Camp Bowie W Blvd, Fort Worth, TX, 76116.

(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County County, State of TX, on the 07 day of June, 20 22.

(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Fort Worth Motors LLC (known in Texas as DAG Fort Worth Motors LLC) DBA Toyota of Fort Worth, TX United States

Certificate Number:
 2022-896201

Date Filed:
 06/07/2022

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

Date Acknowledged:
 08/08/2022

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.
 128
 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.

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)