

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.8611 (THE "AGREEMENT")  
BY AND BETWEEN

**Lessor**, Government Capital Corporation and **Lessee**, City of Allen, Texas  
Schedule dated as of April 23, 2019

<b>QTY</b>	<b>DESCRIPTION</b>
------------	--------------------

---

Motorcycle as follows:

<b>One (1)</b>	<b>2019 FLHP Motorcycle w/ABS</b> Emergency Response Kit Stage-1 Performance Kit Heated Hand Grips Rider Backrest Center Display Stand Saddlebag Guard Rails LED Headlight upgrade LED Turn Signals upgrade LED Taillight upgrade Whelen Tourpack System Whelen LINZ6 LED Lightheads Windsheild Light Array PAR36 Interleaved Fog Lights Under Radio Box Lights USB Outlet/Charger Camera/Video equipment Radar/Opticom Equipment Radio/Setcom/Comm Equipment Gun Rack system
----------------	--

---

**PROPERTY LOCATION:**

Allen Police Department  
205 W McDermott  
Allen, TX 75013

# ESCROW AGREEMENT

MUNICIPAL LEASE-PURCHASE AGREEMENT **No.8611** (THE "AGREEMENT")  
BY AND BETWEEN  
**Lessor**, Government Capital Corporation and **Lessee**, City of Allen, Texas  
TAX ID #75-6004912 Dated as of April 23, 2019

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of April 23, 2019 ("Agreement Date"), by and among Government Capital Corporation ("Lessor"), City of Allen, Texas ("Lessee") and UMB BANK, N.A. ("Agent").

## WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a certain Municipal Lease-Purchase Agreement dated as of April 23, 2019 (the "Lease"), pursuant to which the property more particularly described therein (the "Property") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.
  2. Lessor has delivered to Agent the sum of \$32,708.13 ("Escrow Amount") for deposit by Agent in the City of Allen, Texas Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
  3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Property promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Property for which payment is requested. Upon full acquisition of an item or group of items of the Property, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Schedule 1", for that portion of the Property for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.
  4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof. Agent will be entitled to sell or redeem any such investments as necessary to make any distributions required under this Agreement and shall not be liable for any loss resulting from such sale or redemption. In the absence of written investment direction from the Lessor, the Agent shall in and reinvest the amounts in the Fund in Money Market Mutual Funds registered under the Investment Act of 1940.
  5. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Agent for all the Property (as confirmed in writing by the Lessor to the Escrow Agent), this Agreement and the Funds shall terminate, and Agent shall transfer to Lessor all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on October 25, 2019 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Lessor; Exhibit "A" attached to the Lease shall thereupon be revised to delete any non-acquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
  6. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
  7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee. Upon the effective date of any resignation, the Escrow Agent shall deliver all cash and other property in the Fund to a successor escrow agent designated by Lessor, and if no successor has been appointed, shall deliver all such cash and other property to the Lessor and all obligations of the Escrow Agent shall cease.
  8. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.
  9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon. Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and, to the extent it acts in good faith without negligence or willful misconduct, it shall be fully protected in acting in accordance with the opinion or instructions of such counsel. The Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or willful misconduct. The Lessor agree to indemnify and save Agent harmless from all losses, costs, liabilities, actual damages, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) suffered or incurred by Agent arising from the performance of its obligations under this Agreement ("Acts"), except such Acts as arise from or attributable to the negligence or willful misconduct of Agent.
  10. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instrument from time to time comprising the Fund, Lessor hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.
  11. This Agreement may be amended by written agreement executed by all the parties.
  12. This Agreement may be executed in several counterparts, each of which shall be an original. The parties hereto agree the transactions described herein may be conducted and related documents may be stored by electronic means.
  13. Agent shall be entitled to fees and expenses for its regular services as Agent as set forth in its fee letter delivered to the Lessor and Lessee.
- . All of the Escrow Agent's compensation, costs and expenses shall be paid by the Lessee unless agreed to by Lessor.

14. In the event of any disagreement between the undersigned or any other person, resulting in adverse claims and demands being made on the Fund, the Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby, the Agent shall not be or become liable to the undersigned for its refusal to comply with such conflicting or adverse demands, and the Escrow Agent shall be entitled to refuse and refrain to act until: (a) the rights of the adverse claimants shall have been fully and finally adjudicated in a Court assuming and having jurisdiction of the parties and money, papers and property involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement and the Agent shall have been notified thereof in writing, signed by all the interested parties.

15. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the Lessor for credit to Lessee subject to the terms of this Agreement. The Lessor and Lessee agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Agreement and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LESSOR: Government Capital Corporation

BY: \_\_\_\_\_  
Authorized Signer

LESSEE: City of Allen, Texas

BY: \_\_\_\_\_  
Peter H. Vargas, City Manager

AGENT: UMB BANK, N.A.

BY: \_\_\_\_\_  
Agent Rep, Agent Rep Title

## Escrow Disbursement Request Form – Instruction Sheet

---

# \*\*\* THE FOLLOWING FORM IS TO PAY YOUR VENDOR FROM THE ESCROW ACCOUNT\*\*\*

To process the payment to your Vendor, please make sure to:

- 1) Print or make copies of the blank **Escrow Disbursement Request Form** if there are multiple disbursements.
- 2) Complete an **Escrow Disbursement Request Form** for each Vendor.
- 3) Attach a copy of your Vendor's Invoice(s).
- 4) Have the Authorized Signer sign the Disbursement Form in BOTH places as well as date the form at the bottom.
- 5) You can fax or e-mail the Disbursement Form to start/begin the disbursement process; however, please send the original by regular mail to avoid delays.

***WHEN YOU ARE READY TO PAY YOUR VENDOR***, PLEASE FOLLOW THE ABOVE PROCEDURES, AND SEND FORMS TO:

Government Capital Corporation  
Attn.: Doc. Dept.  
345 Miron Drive  
Southlake, TX 76092  
Phone: 817-421-5400  
Fax: 817-251-3208  
[docdept@govcap.com](mailto:docdept@govcap.com)

---

## ESCROW AGREEMENT - SCHEDULE 1

MUNICIPAL LEASE-PURCHASE AGREEMENT **No.8611** (THE "AGREEMENT")  
BY AND BETWEEN  
**Lessor**, Government Capital Corporation and **Lessee**, City of Allen, Texas  
Dated as of April 23, 2019

### ESCROW DISBURSEMENT REQUEST FORM

UMB BANK, N. A., acting as escrow agent (the "Agent") under the Escrow Agreement dated as of April 23, 2019 (Escrow Date), by and among the Agent, Government Capital Corporation as Lessor and City of Allen, Texas as Lessee, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the property described below. The amount shown below is due and payable under the invoice of Payee with respect to the described property and has not formed the basis of any prior request for payment.

PAYEE: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

DESCRIPTION OF PROPERTY: \_\_\_\_\_

INVOICE # \_\_\_\_\_ DATED: \_\_\_\_\_

Indicate Method for Payment Disbursement:

\_\_\_\_\_ Overnight Check \*\*\*      \_\_\_\_\_ Regular Mail Check      \_\_\_\_\_ Wire Funds

Mailing Address: \_\_\_\_\_ Wire Instructions: \_\_\_\_\_

(\*\*\*Please note that there might be a fee charged for overnight delivery. This fee will be deducted from the Escrow Balance before disbursement is made.)

**Lessee:** City of Allen, Texas

By: \_\_\_\_\_  
Peter H. Vargas, City Manager

**Lessor:** Government Capital Corporation

By: \_\_\_\_\_  
Authorized Signer

### ACCEPTANCE CERTIFICATE

City of Allen, Texas as Lessee under that certain Municipal Lease-Purchase Agreement dated as of April 23, 2019 ("Agreement Date") (the "Lease"), hereby acknowledges receipt in good condition of all the property described on the attached Vendor Invoice(s), hereby accepts such property, and hereby certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such property, that such property is fully insured in accordance with Section 10 of the Lease and that such property constitutes all or a portion of the Property as that term as defined in the Lease.

Date: \_\_\_\_\_, 2019.

By Lessee:

\_\_\_\_\_  
Peter H. Vargas, City Manager

For Lessee: City of Allen, Texas