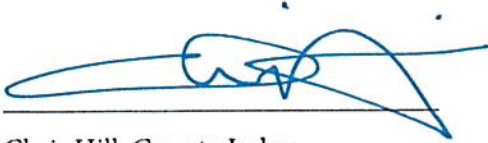


State of Texas § Court Order
Collin County § 2024-049-01-22
Commissioners Court §

An order of the Collin County Commissioners Court approving an agreement.

The Collin County Commissioners Court hereby approves an Assessment Collection Services Agreement between the Collin County Tax Assessor-Collector and CarMax Auto Superstores, Inc. dba CarMax located in McKinney to perform motor vehicle titling and registration services, as detailed in the attached documentation.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, January 22, 2024.



Chris Hill, County Judge



Darrell Hale, Commissioner, Pct 3



Susan Fletcher, Commissioner, Pct 1



Duncan Webb, Commissioner, Pct 4



Cheryl Williams, Commissioner, Pct 2



ATTEST: Stacey Kemp, County Clerk

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**COLLIN COUNTY DEALER
DEPUTY AGREEMENT**

This Dealer Deputy Agreement (“Agreement”) is made by and between CarMax Auto Superstores, Inc dba CarMax (“Dealer Deputy”) and Collin County, Texas, a body corporate and politic duly and lawfully organized under the laws of the State of Texas, acting through the Collin County Tax Assessor-Collector (“Tax Assessor-Collector”).

RECITALS

WHEREAS, §520.007 of the Texas Transportation Code grants the Collin County Commissioners Court (hereinafter “Commissioners Court”) the authority to authorize the Tax Assessor-Collector to appoint a deputy to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §520.0071 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of the Commissioners Court, to deputize an individual or business entity to perform titling and registration services in accordance with Subchapter H of Chapter 217 of the Texas Administrative Code; and

WHEREAS, Commissioners Court has hereby authorized the Tax Assessor-Collector to deputize individuals or business entities to act as an agent of the Tax Assessor-Collector to process title transfers, issue registration stickers, and license plates through the webDEALER application under the terms and conditions set forth in Agreements executed by the Tax Assessor-Collector. [Initial transactions only; not renewals]; and

WHEREAS, public convenience will be furthered by authorizing the Dealer Deputy to act as an agent of the Tax Assessor-Collector for the limited purpose of issuing motor vehicle titling and registration services in the same manner and with the same authority as done in the office of the Tax Assessor-Collector; and

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

ARTICLE I. DEFINITIONS

- A. The term “Dealer Deputy” shall mean a franchise dealer, rental car agency, or commercial fleet buyer who has been deputized by the Tax Assessor-Collector as a Dealer Deputy, pursuant to Texas Administrative Code Rule §217.166.

- B. The term “Dealer Deputy’s Representative” shall mean an employee of the Dealer Deputy who assists in issuing motor vehicle registration receipts and prepare or accept applications for title transfers.
- C. The term “Inventory” shall mean title application/motor vehicle sales tax receipts, registration sticker paper and license plates.
- D. The term “TxDMV” shall mean the Texas Department of Motor Vehicles or its successor agency which is responsible for the TxDMV webDEALER application.
- E. The term “webDEALER” shall mean the TxDMV web-based application that provides real-time registration and titling functions to Dealer Deputies.

ARTICLE II. DEPUTIZATION

- A. The Tax Assessor-Collector, as authorized by the Commissioners Court, hereby deputizes CarMax Auto Superstores, Inc dba CarMax as a Dealer Deputy in accordance with 43 TAC Sec. 217.166 and other applicable law.

ARTICLE III. COVENANTS

- A. Tax Assessor-Collector Rights and Obligations:
 - 1. Upon completion of the requirements of the Tax Assessor-Collector and the TxDMV, the Tax Assessor-Collector will provide detailed instructions for setting up a webDEALER account for the Dealer Deputy. Should TxDMV and/or the Tax Assessor- Collector amend their requirements, the Tax Assessor-Collector will provide the amendments to the Dealer Deputy.
 - 2. Dealer Deputy’s Representatives shall operate under the Dealer Deputy’s deputization to issue motor vehicle registration receipts and prepare or accept applications for title transfers.
 - 3. The Tax Assessor-Collector shall provide the Dealer Deputy Representatives with all necessary training on the proper use of the webDEALER application and written copies of all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer Deputy.
 - 4. Tax Assessor-Collector shall make available for pick up by the Dealer Deputy’s Representative, the Inventory necessary for the Dealer Deputy Representative to perform his or her duties in accordance with Tax Assessor-Collector policies and procedures. Notwithstanding the foregoing, in no case shall the Tax Assessor-Collector issue to the Dealer Deputy any number of Inventory when such issuance will cause the Dealer Deputy’s outstanding Inventory to exceed the amount authorized under this Agreement. Under no circumstance will the Dealer Deputy keep the Inventory at any location other than the place(s) of business of Dealer Deputy. The Tax Assessor-Collector may reassess quantity

of inventory available to Dealer Deputy at any time.

- a) Any changes to Inventory quantities available to Dealer Deputy will be at the sole discretion of the Tax Assessor-Collector.
 - b) The Bonding Requirements for Dealer Deputies with current Inventory quantities and Bond amounts must be kept on file with Tax Assessor-Collector at all times.
5. The Tax Assessor-Collector agrees to not furnish any Inventory for the account of the Dealer Deputy in any manner other than directly to the Dealer Deputy's Representative.
 6. The Tax Assessor-Collector hereby approves the charge by the Dealer Deputy to customers of a fee up to the maximum amount authorized for each motor vehicle title transaction processed by the Deputy Dealer, pursuant to Texas Administrative Code Rule §217.168(b)(2), as may be amended.

B. Dealer Deputy Rights and Obligations:

1. Dealer Deputy shall submit the names of one or more employees of Dealer Deputy recommended by Dealer Deputy to serve as Dealer Deputy's Representatives and have access to the webDEALER application and/or Inventory under the Dealer Deputy's deputation.
 - a) Dealer Deputy shall be responsible for all acts of the Dealer Deputy's Representative(s).
 - b) Dealer Deputy agrees to ensure that only a Dealer Deputy's Representative issues motor vehicle registration receipts and accepts applications for title transfers; and not allow any of its officers, agents or employees to participate in any manner in the handling or issuance of Inventory until such officer, agent or employee has been designated as a Dealer Deputy's Representative by the Dealer Deputy and reported as such to the Tax Assessor-Collector.
2. Dealer Deputy shall furnish and maintain surety bond covering Inventory provided by Tax Assessor-Collector for each business location in an amount not less than the amount set forth on the Bonding Requirements for Dealer Deputies (the "Bonds") in Exhibit A. If the Dealer Deputy should open additional outlets or facilities during this Agreement, a new fully executed bond shall be required for each new location. The Bonds shall be issued by a surety company or financial institution acceptable to the Tax Assessor-Collector and they shall name the Collin County Tax-Assessor Collector as an obligee on said Bonds.
 - a) Dealer Deputy shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.
 - b) Bonds must be in a form acceptable to the Tax-Assessor Collector.
 - c) The Bonds shall remain in full force and effect during the term of this Agreement or any extensions thereof and, if any of the Bonds should expire or otherwise be terminated during such time, the Dealer Deputy shall either renew the Bond or

obtain a new bond prior to the bond's expiration or termination. **IF FOR ANY REASON THE BONDS ARE NOT HONORED BY THE SURETY OR IF THE DEALER DEPUTY FAILS TO EITHER RENEW THE BONDS OR OBTAIN A NEW BOND PRIOR TO ITS EXPIRATION OR TERMINATION, THE DEALER DEPUTY SHALL FULLY INDEMNIFY AND HOLD THE TAX ASSESSOR-COLLECTOR AND THE COUNTY HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.**

- d) Upon posting the Bonds, the Dealer Deputy shall receive not more than the amount of Inventory set forth under the Bonding Requirements for Dealer Deputies.
3. The required amount of the Dealer Deputy Bond is tied to the expected annual Inventory that they will require as shown on Exhibit A.
 4. Upon receiving Inventory from the Tax Assessor-Collector, the Dealer Deputy agrees to verify that such Inventory corresponds with the invoice provided. In the event of any discrepancies between the Inventory received and the Inventory listed on the invoice, the Dealer Deputy shall immediately report such discrepancy to the Tax Assessor-Collector.
 5. Dealer Deputy, or its Dealer Deputy's Representative, shall collect motor vehicle sales taxes from vehicle purchasers and remit such funds to the Tax Assessor-Collector as provided under this Agreement.
 6. Dealer Deputy, or its Dealer Deputy's Representative shall remit motor vehicle registration fees to the Tax Assessor-Collector as provided under this Agreement.
 7. Dealer Deputy, or its Dealer Deputy Representative, shall submit an ACH payment to the Tax Assessor-Collector for the total daily approved transactions, including the full amount of Inventory and fees due each day through the webDEALER application.
 - a) Personal checks will not be accepted by the Tax Assessor-Collector as payment.
 - b) Dealer Deputy may accept personal checks for the payment of fees and Inventory; provided, however, Dealer Deputy assumes all risk associated with accepting such form of payment. Dealer Deputy shall remain obligated to pay the Tax Assessor-Collector for all Inventory issued and all fees that Dealer Deputy was required to collect whether or not such amounts were, in fact, collected by Dealer Deputy.
 - c) If the Dealer Deputy fails to pay the Tax Assessor-Collector within seven (7) business days from the date that payment is due, the Tax Assessor-Collector may, in addition to seeking any other remedies available hereunder or under the law, suspend this Agreement and not issue any additional Inventory until such time that all sums owed are paid. Dealer Deputy shall NOT use any further inventory until the Tax Assessor-Collector is paid. Dealer Deputy hereby agrees that the County or the Tax Assessor-Collector may enter the business and seize any remaining inventory, which inventory will be held until payment is received by the Tax Assessor-Collector.

- d) Should any ACH payment initiated by Dealer Deputy fail to complete due to financial institution reversal, insufficient funds or any other reason, the Tax Assessor-Collector shall have the right to suspend this Agreement and not issue any additional Inventory until such time that all sums owed are paid and make a claim on the Dealer Deputy's surety bond. Dealer Deputy shall NOT use any further inventory until the Tax Assessor-Collector is paid. Dealer Deputy hereby agrees that the County or the Tax Assessor-Collector may enter the business and seize any remaining inventory, which inventory will be held until payment is received by the Tax Assessor-Collector.
8. Dealer Deputy shall submit daily reports regarding the total daily approved transactions submitted and submit any voided or reprinted stickers to the Tax Assessor-Collector on a weekly basis.
- a) If a detailed daily report is not submitted by the Dealer Deputy for a period of ten (10) consecutive business days, all Inventory must be surrendered to the Tax Assessor-Collector.
 - b) The Dealer Deputy agrees to assure that any report which is not in order and which does not balance or conform to the requirements of the Tax Assessor-Collector will be returned to the Dealer Deputy, in its entirety, for correction or clarification before it can be remitted.
 - c) The Dealer Deputy agrees to be responsible for any shortages in fees.
 - d) The Dealer Deputy agrees to use and report all Inventory in numerical sequence and return all unused or damaged Inventory to the Tax Assessor-Collector in five (5) business days
 - e) The Dealer Deputy will have up to five (5) business days to research and rectify any discrepancies that appear in any report required hereunder and to locate any missing or unaccounted for Inventory.
9. Dealer Deputy shall provide an insurable fire-proof safe at its place of business to maintain Fees and Inventory. The safe shall be sufficient in size to accommodate funds collected for sales tax, title and license fees and all unused Inventory, and remain under the direct and exclusive care, custody, and control of a Dealer Deputy's Representative.
10. Dealer Deputy shall notify Tax Assessor-Collector in writing within twenty-four (24) hours after a Dealer Deputy's Representative ceases to have approval of Dealer Deputy to access the forms, webDEALER application, and/or Inventory; has ceased employment with Dealer Deputy; or when a Dealer Deputy's Representative is unable or refuses to perform the duties of a Dealer Deputy's Representative.
11. Dealer Deputy shall follow any and all other rules and procedures prescribed from time to time by Tax Assessor-Collector.
12. Dealer Deputy shall provide written notice to Tax Assessor-Collector of Dealer Deputy's intent to undergo a change of ownership at least thirty(30) days prior to the date of the change. Dealer Deputy may not assign or transfer its interest in or obligations under this Agreement without the prior written consent of the Tax Assessor-Collector.

- a) In the event that the Tax Assessor-Collector consents to the Dealer Deputy's assignment or transfer of interest, the Dealer Deputy's successor or assignee shall be required to execute a new agreement.
 - b) Furthermore, in the event that the Tax Assessor-Collector consents to the Dealer Deputy's assignment or transfer of interest, an audit of any Inventory on hand shall be conducted and a final closing report shall be created and submitted by the Dealer Deputy to the Tax Assessor-Collector.
13. The Dealer Deputy shall be subject to audit by the Collin County Tax Assessor- Collector, the Collin County Auditor, the Texas Department of Motor Vehicles, the Comptroller of the State of Texas, and/or any Certified Public Accountant designated by any one or more of the same, at any time during normal business hours of the Dealer Deputy without prior notification, or at any other time or place in Collin County, Texas, upon twenty-four (24) hours notification. If the audit is to be conducted at any place other than the place(s) of business of the Dealer Deputy, as designated in the Bonding Requirements for Dealer Deputies, the Dealer Deputy's Representative shall be present and shall make available, at the place of the audit, all Inventory, reports, forms and/or any other information and documentation required by the above referenced offices and entities.
- a) The Dealer Deputy shall provide the authorized representatives of the Collin County Tax Assessor-Collector, the Texas Department of Motor Vehicles, the Collin County Auditor's Office and/or the County's outside audit firm, when necessary, access to the area wherein the Inventory is stored and sold, and provide the necessary assistance requested in auditing the Inventory.
 - b) In the event that any audit or report of the Dealer Deputy discloses that any Inventory or funds are missing or are otherwise unaccounted for, the Tax Assessor-Collector shall be entitled to collect on the Bond for payment and apply the proceeds there from against the actual damages incurred by the Tax Assessor-Collector or any of its agents, employees, or public officials. In the event that this Agreement is terminated by the Tax Assessor-Collector for breach by the Dealer Deputy and the Dealer Deputy fails to return all Inventory or funds within the time allowed herein, the Tax Assessor-Collector shall be entitled to make a claim on the Bond in addition to availing itself of any other remedies available hereunder or under the law. The Dealer Deputy expressly authorizes the Tax Assessor-Collector or the County to come upon its business premises and seize any remaining inventory.
14. The Dealer Deputy may charge the customer a fee up to the maximum amount authorized for each motor vehicle title transaction processed by the Deputy Dealer, as approved herein by the Tax Assessor-Collector, pursuant to Texas Administrative Code Rule §217.168(b)(2), as may be amended.

C. Dealer Deputy's Representative's Obligations:

A Dealer Deputy's Representative must comply with all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer Deputy.

A Dealer Deputy's Representative must accept any application for registration, registration renewal, or title transfer that the Tax Assessor-Collector may accept.

An individual's authority to act as a Dealer Deputy's Representative may be terminated immediately at the sole discretion of the Tax Assessor-Collector.

Dealer Deputy's Representatives are responsible for scanning title transaction documentation as instructed by State of Texas specifications.

Dealer Deputy's Representatives may either email or fax signed requests for additional Inventory to the Tax Assessor-Collector's title clerk.

Dealer Deputy's Representatives are responsible for all forms being aligned in printers correctly, and all information must be readable for review and state microfilming.

ARTICLE IV. TERM AND TERMINATION OF AGREEMENT

- A. Term. The term of this Agreement shall commence upon the Tax Assessor-Collector's receipt of both a fully executed original copy of this Agreement and the fully executed Bonds and shall continue thereafter in full force and effect for one (1) year, renewing automatically for successive one (1) year terms until terminated by either party in accordance with the terms hereof.
- B. Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon ten (10) business day's written notice to the other party. Within seven (7) business days after the date of termination, the Dealer Deputy shall return to the Tax Assessor-Collector all outstanding Inventory and full payment of all fees owed to the Tax Assessor-Collector and a final report.
- C. Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.
- D. Termination due to Dealer Deputy's Breach. Upon termination of this Agreement by the Tax Assessor-Collector for breach by Dealer Deputy, the Dealer Deputy shall, at Dealer Deputy's sole expense and within 24 hours after Dealer Deputy's receipt of the Tax Assessor-Collector's notice of termination, return to the Tax Assessor-Collector all

outstanding Inventory and full payment of all fees owed to the Tax Assessor-Collector, along with a final report.

- E. Termination due to Tax Assessor-Collector's Breach. Upon termination of this Agreement by the Dealer Deputy for breach by Tax Assessor-Collector, the Tax Assessor-Collector shall be obligated to pick up, at the sole expense of the Tax Assessor-Collector, all Inventory and all fees owed to the Tax Assessor-Collector within 24 hours after the Tax Assessor-Collector's receipt of the Dealer Deputy's notice of termination.
- F. Automatic Termination. This Agreement shall terminate automatically upon the occurrence of the commencement of a voluntary or involuntary bankruptcy by Dealer Deputy.

ARTICLE IV. MISCELLANEOUS PROVISIONS

- A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Collin County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, this Agreement and any disputes arising from or related to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- B. Reclamation of Inventory and Equipment. It is hereby acknowledged by Dealer Deputy that the Tax Assessor-Collector shall have the right to reclaim the Inventory at any time during the term of this Agreement.
- C. Dealer Deputy's Breach. No breach by the Dealer Deputy shall be considered an insubstantial or immaterial breach. Furthermore, a breach of any obligation to be performed by the Dealer Deputy hereunder shall constitute a material breach of this Agreement and shall give the Tax Assessor-Collector the right to immediately terminate this Agreement, as set forth hereinabove, and, in addition to such termination right, the right to avail itself of any other remedies available hereunder or under the law.
- D. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- E. Independent Contractor. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party shall have the authority to act as agent for, or on behalf of, the others, or to represent or bind the other in any manner.

- F. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- G. Successors and Assigns. County and Dealer Deputy bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.
- H. Notices. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
1. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Collin County Tax Assessor-Collector
 Kenneth L. Maun
 Administration Building
 2300 Bloomdale Road, Suite 2366
 McKinney, Texas 75071

Dealer Deputy: CarMax Auto Superstores, Inc
 dba CarMax
 1441 N. Central Expressway
 McKinney, Texas 75070

Corporate Address: CarMax Auto Superstores, Inc
 dba CarMax
 12800 Tuckahoe Creek Parkway
 Richmond, VA 23238

A Notice is effective only if the party giving or making the Notice has complied with this Section and if the addressee has received the Notice. A Notice is deemed received as follows:

If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

- I. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
- J. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Collin County, the Tax-Assessor Collector and their past or present officers, employees or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- L. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.
- M. Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- N. **INDEMNIFICATION. DEALER DEPUTY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS COLLIN COUNTY AND THE COLLIN COUNTY TAX ASSESSOR-COLLECTOR AND THEIR OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF DEALER DEPUTY OR ANY OF ITS**

EMPLOYEES AND/OR ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT.

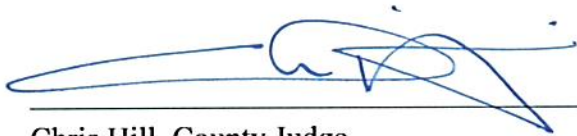
- O. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement.

- P. Certain State Law Requirements for Contracts.
 - 1. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Dealer Deputy verifies Dealer Deputy does not boycott Israel and will not boycott Israel during the term of this Agreement.

 - 2. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Dealer Deputy represents pursuant to Section 2252.152 of the Texas Government Code, that Dealer Deputy is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Executed this 23RD day of JANUARY, 2024

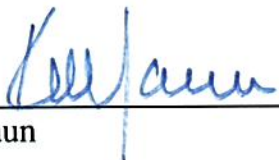
COLLIN COUNTY, TEXAS



Chris Hill, County Judge

Executed this 5th day of February, 2024

COLLIN COUNTY TAX ASSESSOR-COLLECTOR:



Kenneth L. Maun

DEALER DEPUTY: CarMax Auto Superstores, Inc dba CarMax

Dealer Deputy Address: 1441 N Central Expressway

Mckinney, TX 78070

Signature: Lynn Mussatt

Printed Name: Lynn Mussatt

Title: Business Operations, VP

Date: 11/30/23

EXHIBIT "A"

BONDING REQUIREMENTS FOR DEALER DEPUTIES

Dealer Deputy: CarMax Auto Superstores, Inc dba CarMax

Dealer Deputy's Inventory Address: 1441 N Central Expy
McKinney, TX

The bond amounts shall become effective upon effective access to the webDEALER application. Dealer Deputy agrees that its bond shall be written to allow for changes in Inventory needs. If it is limited to a stated amount of coverage the corresponding Inventory Limit will limit the amount that the Dealer Deputy may obtain during the contract year of this Agreement.

The following is your estimate of the annual Inventory needed for this location and the corresponding bond amount. If you are not realistic in your response, the Tax Assessor-Collector may refuse to issue further Inventory during the contract year. The corresponding bond must be provided to the Tax Assessor-Collector prior to any Inventory being released to the Dealer Deputy.

In no circumstance may the bond amount exceed \$1,000,000.

Dealer Deputy Inventory Bond Amount: Inventory Limit:

Bond	Passenger Plates	=	Number of Boxes	Packet of Paper	
\$100,000	50		2	1	<input type="checkbox"/>
\$200,000	100		4	1	<input checked="" type="checkbox"/>
\$300,000	150		6	2	<input type="checkbox"/>
\$400,000	200		8	2	<input type="checkbox"/>
\$500,000	250		10	3	<input type="checkbox"/>
\$600,000	300		12	3	<input type="checkbox"/>
\$700,000	350		14	4	<input type="checkbox"/>
\$800,000	400		16	4	<input type="checkbox"/>
\$900,000	450		18	5	<input type="checkbox"/>
\$1,000,000	500		20	5	<input type="checkbox"/>

EXHIBIT "A" Page 2

BONDING REQUIREMENTS FOR DEALER DEPUTIES

Dealer Deputy: CarMax Auto Superstores, Inc dba CarMax

Date: 11/30/23

GDN#: P147279

Signature: Lynn Mussatt

Printed Name: Lynn Mussatt